



# ADVERTISING AGREEMENT

## ADVERTISER INFORMATION

Business Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## SHUTTLE SPINDLE & DYEPOT Insertion Order

Ad Size	Issue(s)	Specify special positioning (special rates apply, call for availability)
<input type="checkbox"/> Full Page	<input type="checkbox"/> Summer (Apr)	Inside Front Cover    Inside Back Cover    Specific Page
<input type="checkbox"/> 1/2 Page	<input type="checkbox"/> Fall (Jul)	Right-facing Page    Other _____
<input type="checkbox"/> 1/3 Page	<input type="checkbox"/> Winter (Oct)	<b>Notes</b>
<input type="checkbox"/> 1/4 Page	<input type="checkbox"/> Spring (Jan)	
<input type="checkbox"/> 1/6 Page	<input type="checkbox"/> Materials Enclosed	
<input type="checkbox"/> Classified	<input type="checkbox"/> Materials to Come	

**Ad Rate \$ \_\_\_\_\_ x (# Issues) \_\_\_\_\_ = \$ \_\_\_\_\_**

If applicable, Professional Member Discount (10%) = - \$ \_\_\_\_\_

**Total = \$ \_\_\_\_\_**

## PAYMENT INFORMATION

Payment Enclosed       Credit Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_ Card Verification Value Code \_\_\_\_\_

Name on Card \_\_\_\_\_

Billing Address \_\_\_\_\_

Sign below to verify that you have read and agree to the advertising Terms and Conditions for Handweavers Guild of America, Inc.'s *Shuttle Spindle & Dyepot* magazine. Unsigned contracts will not be accepted.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

# TERMS & CONDITIONS

All contracts are subject to acceptance by the Handweavers Guild of America, Inc. ("HGA" and "Publisher"). HGA requires that all Terms and Conditions contained in this agreement legally bound the Advertiser and Agent to all contract Terms and Conditions.

## VOLUME DISCOUNT/BREACH

The undersigned purchaser understands all rates are stated on a cost per issue. HGA offers a volume discount according to the frequency and ad size the advertisement is scheduled to run in accordance with this contract. **PURCHASER WILL BE BACK CHARGED CANCELLATION RATES PER ISSUE IF CONTRACT IS NOT COMPLETELY FULFILLED OR CANCELLED DUE TO NONPAYMENT OF AD BILLING. A FORMAL WRITTEN NOTICE OF CANCELLATION IS REQUIRED NO LATER THAN 30 DAYS PRIOR TO THE NEXT SPACE CLOSING DATE. NO VERBAL CANCELLATIONS WILL BE ACCEPTED.**

## PLACEMENT

HGA reserves the right to display advertising in any order. Format and position of advertisement is at the discretion of the publisher. **THE POSITION OF ADVERTISEMENT IS NOT GUARANTEED NOR WILL A DISPUTE OF PLACEMENT DISSOLVE CONTRACT OBLIGATIONS.**

## MATERIALS DEADLINE

**ALL ISSUE SPACE CLOSING DATES ARE THE 1ST OF THE MONTH PRIOR TO THE ISSUE MONTH.** Purchaser shall provide all advertisement materials (artwork, photos, text, logos, clipart, background copy, etc.) to permit HGA the authority to publish all materials. Advertisement shall be returned to advertiser in a final ad proof form via e-mail for approval. **IF BY SPACE CLOSING DATE, PUBLISHER HAS NOT RECEIVED COPY OR APPROVAL THAT HE DEEMS ACCEPTABLE, HE MAY EITHER REPEAT THE ADVERTISER'S MOST RECENT AD, OR PRINT NOTHING. CHARGES WILL BE MADE FOR SPACE RESERVED BY THE ADVERTISER VIA INSERTION AGREEMENT COST. FAILURE TO ACKNOWLEDGE OR RETURN AD PROOF AND/OR ADVERTORIAL PROOF WILL NOT ALTER CONTRACT PAYMENT TERMS, PLACEMENT, OR AGREEMENT OBLIGATIONS.** Final printed color ads may not accurately reflect the original proof sheet.

## PAYMENT

**PURCHASER AGREES TO MAKE FULL PAYMENT BY THE SPACE CLOSING DATE (SEE ABOVE) ON ALL INSERTIONS SCHEDULED UNDER THIS CONTRACT AGREEMENT. ALL ADVERTISING MUST BE PAID DURING THE PRODUCTION MONTH.** Failure to make payment by the scheduled date, Publisher reserves the right to cancel at any time without notice to advertiser the contract and back charge cancellation rates per issue for ads published. Advertiser and Agent (if any) each agree to be jointly and severally responsible for all payment thereof. In any action brought upon this agreement, venue shall be proper in Suwanee, Georgia and advertiser and agent expressly waive any objections to venue or personal jurisdiction there in. In the event that payment is not made by advertiser, in accordance with terms and conditions of this contract, advertiser agrees to pay all legal fees incurred by publisher to obtain collection.

## CANCELLATION

**NO CANCELLATION TO THE CONTRACT AGREEMENT WILL BE ACCEPTED INSIDE A 30 DAY PERIOD OF THE NEXT SCHEDULED EDITION'S SPACE CLOSING DATE.** This agreement may be cancelled by advertiser (excluding Covers) by written notice to HGA sent certified mail return receipt requested or e-mail to HGA sent confirm receipt of message and received by HGA no later than 30 days prior to the next space closing date. Advertiser agrees to pay for any advertisement actually published by HGA. In addition, advertiser agrees to pay any and all cancellation fees applicable, including the difference between contract rate and cancellation rate for all advertisements published. **THIS CONTRACT IS WITH THE NAMED FIRM (PURCHASER) AND CHANGE OF OWNERSHIP, MANAGEMENT, OR AGENCY WILL NOT DISSOLVE CONTRACT OBLIGATIONS.** No verbal cancellations will be accepted.

## COPY ACCEPTANCE

Any loss or expense claims or suits based upon the subject matter and/or advertisement content is at the expense of the advertiser. HGA is held harmless and all indemnification policies apply. HGA reserves the right to place the word "advertisement" on any ad that could be mistaken as part of Shuttle Spindle & Dyepot's Magazine's editorial department. Advertiser assumes liability for all content of advertisement printed and the responsibility for any and all claims arising therefore. In no event shall publisher's liability to advertiser for all claims of any kind for loss or damage arising out of or resulting from any error or omission exceed the total charges payable for the advertising. **PUBLISHER RESERVES THE RIGHT AT ANY TIME TO REJECT ADVERTISING MATERIAL, WHICH MAY BE DEEMED OBJECTIONABLE OR COMPROMISES A CURRENT RELATIONSHIP WITH AN EXISTING CLIENT.**

## COPYRIGHT AND TRADEMARKS

Advertiser assumes sole responsibility for the protection of its copyright in any writing, pictorial illustration, maps, etc. included in its advertisement. Advertiser warrants that he/she has the authority to use any trademark, trade name, service mark, name, portrait, picture, or illustration in the manner and in accordance with the ad material submitted. Advertiser agrees to defend, indemnify, and hold HGA harmless from and against any and all liability, claims, demands, suits, or causes of action, including attorney fees incurred by HGA in the defense thereof, arising out of the publication of any copyright and trademark infractions in accordance with this contract agreement.

## MODIFICATION

This contract agreement constitutes the sole understanding between the parties hereto as to the subject matter herein. No modification or change to this agreement or any oral understanding will be binding unless in writing signed by both parties hereto. **PUBLISHER SHALL NOT BE BOUND BY ANY PROMISES OR AGREEMENTS NOT CONTAINED HEREIN AND ACCEPTED, NOR SHALL ANY SUCH RELIEVE ADVERTISER OR AGENT (IF ANY) OF THEIR OBLIGATIONS HEREUNDER.**

## ADDITIONAL CONDITIONS

HGA reserves the right to terminate this agreement in part or in its entirety at any time with or without cause. Publisher reserves the right to adjust coverage based on market conditions. **CIRCULATION MAY VARY BASED UPON POSTAL ROUTES, ROUTE CHANGES, ROUTE UPDATES, AND RESIDENTIAL DEMOGRAPHICS.** Advertiser understands that the magazine may not be delivered to targeted homes for up to ten days after HGA's Shuttle Spindle & Dyepot Magazine's projected mail drop off date due to U.S. Postal Service's regulations and systems of delivery. This contract agreement is valid for HGA's Shuttle Spindle & Dyepot Magazine insertion order for one or more of its editions. **PURCHASER ACKNOWLEDGES THAT HE/SHE HAS READ AND ADVERTISER AGREES TO BE LEGALLY BOUND BY ALL CONTRACT TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT.**