

Advertising Contract

BILL TO: ☒ COMPANY ☐ AGENCY

CONTRACT YEAR: **2020**

Company Name: _____

Attn: _____

Address: _____

Phone: _____

Venue	Deliverable	Run dates
EXHIBIT & SPONSORSHIP		
National Student Conclave – Fall 2020	Standard Exhibitor – Logo, Category, social media link outs, company description, team listings, custom background, group video chat meeting room, link out features, image upgrade, downloadable, mailing list, and media embeds. Listings of exhibitors and logos included on AOTA pre-show/marketing (2 or more). Deadline: October 13, 2020	November 4-6, 2020 – Virtual Event
RATE: \$500 NET		

DESCRIPTION/REMARKS: This agreement also serves as an insertion order. 100% Cancellation fee applies.

THIS IS A LEGALLY BINDING CONTRACT. IN SIGNING, THE ADVERTISER AGREES TO ABIDE BY THE CONTRACT REGULATIONS STATED IN THE CURRENT RATE CARD AND THE REVERSE SIDE OF THIS FORM. PLEASE SIGN AND RETURN.

Authorized Signature

Sales Manager, AOTA

Date

Date

Send to:

Tracy Hammond, Sales Manager
American Occupational Therapy Association
4720 Montgomery Lane, Bethesda, Maryland 20824-3425
(301) 652-6611, (800) 877-1383 x 2861, Fax: (301) 656-4890
thammond@aota.org

Advertiser: Please fill in any missing information, sign and return contract to AOTA.

Contract and Copy Regulations

American Occupational Therapy Association

1. Insertion instructions shall be supplied for every advertisement and shall clearly state the following information: name of publication, name of advertiser, date to be inserted, size of advertisement, identification of advertisement (proof of ad to be furnished if possible), plus any special instructions, such as bleed color, etc.
2. No conditions printed otherwise, appearing on the space order, billing instructions, or copy instructions which conflict with the publisher's stated policies will be binding on publisher.
3. All advertising orders are accepted to the terms and provisions of the current rate card. Orders are accepted subject to change in rates upon notice from publisher. However, orders may be canceled at the time the change in rates becomes effective without incurring short rate adjustment, provided the rate has been earned up to the date of cancellation.
4. Orders are acceptable for not more than one year in advance.
5. Space orders wherever possible should specify a definite schedule of insertions, issues and sizes of space.
6. The forwarding of an order is constructed as an acceptance of all rates and conditions under which advertising is sold at the time.
7. Contracts may be discontinued by either party on 30 days' written notice.
8. Verbal agreements are not recognized.
9. If more than fewer insertions are used in one year than specified in the order, charges will be adjusted in accordance with established rates.
10. Cancellation of space order forfeits the right to position protection.
11. The publisher reserves the right to give better position than specified in the order, at no increase in rate.
12. Advertiser and advertising agency agree to indemnify, defend, and save harmless the publisher for any and all liability for content (including text, illustrations, representatives, sketches maps, trademarks, labels, or other copyrighted materials) of advertisements printed, or the unauthorized use of any person's name or photograph arising from the publisher's reproduction and publishing of such advertisements pursuant to the advertiser's agency or order. The publisher reserves the right to reject, discontinue, or omit any advertising or any part thereof. This right shall not be deemed to have been waived by acceptance or actual use of any advertising matter.
13. Acceptance of advertising for any product or service is subject to investigation of the product or service, and of the claims made for it in the advertisement submitted for publication.
14. All advertising is subject to the publisher's approval. The publisher reserves the right to reject advertising that publisher feels is not keeping with the publication's standards.
15. The advertiser's index is prepared under the regulations and policies of the publisher as an extra service to the advertiser over and above the space order. The publisher, therefore, does not assume liability for errors in the index, notwithstanding all normal precautions.
16. The publisher's liability for any error will not exceed the charge for the advertisement in question.
17. The publisher assumes no liability if for any reason it becomes necessary to omit an advertisement.
18. Publisher is not liable for delays in delivery and/or non-delivery in the event of an Act of God, action by any governmental or quasi governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slow-down, or any condition beyond the control of the publisher affecting production or delivery in any manner.
19. Failure to make the order correspond in price or otherwise with the rate schedule is regarded only as a clerical error and publication is made and charged for upon the terms of the schedule in force without further notice.
20. The publisher reserves the right to limit the size of space under the same contract.
21. Two or more advertisers are not permitted to use space to be occupied by an advertisement.
22. Association advertising ordinarily takes the rate earned for space used by the association advertising alone. Individual members of associations cannot bulk their individual company space with association space to earn a bulk rate for themselves.
23. When change of copy, covered by an uncanceled insertion order, is not received by closing date, copy run in the previous issue will be inserted.
24. The publisher assumes no liability for error or omissions in key numbers, or its reader's service section, and/or reader's service numbers, or advertisers index.
25. Any deliberate attempt to stimulate a publication's format is not permitted, and the publisher reserves the right to place the word "advertisement" with copy which in the publisher's opinion resembles editorial matter.
26. Advertisements offering prizes, or contests of any nature, are accepted provided prior approval has been obtained from the Post Office at place of publication entry.
27. Requests for specific position at R.O.P. rates are given consideration but no guarantee is made unless the position premium has been approved for in the contract.
28. No allowance is made to advertisers for furnishing complete plates, text, and illustrations for their advertisements.
29. Advertisements ordered set and not used will be charged for composition.
30. The publisher reserves the right to hold advertiser and/or its advertising agency jointly and separately liable for such monies as are due and payable to the publisher.
31. Nothing herein is intended nor shall be construed as creating an exclusive arrangement between Advertiser and Publisher. This Agreement will not restrict Publisher from selling advertising in AOTA publications to any third parties.
32. Advertiser shall notify Publisher in writing of any dispute with an invoice within three business days from the date of such invoice. Advertiser will be deemed to have accepted all invoices for which Publisher does not receive timely notification of disputes, and shall pay all undisputed amounts due under such invoices. The Parties shall seek to resolve all such disputes expeditiously and in good faith.
33. Advertiser shall deliver all advertisements to Publisher in final format in accordance with the specifications set forth in the then-current Publisher Policies. Publisher is not responsible for making any corrections to advertisements. Any advertisements that might be mistaken for editorial content must be clearly marked "advertisement" or similar language. Publisher reserves the right to, or require Advertiser to, mark any advertisement as advertising to avoid confusion with editorial content.
34. Advertiser represents, warrants, and covenants to Publisher that: (a) at the time of the distribution of the advertisement, any statement, claim, or representation made in any advertisement (i) will be supported by competent and reliable prior substantiation in accordance with all applicable laws, including the regulations of the Federal Trade Commission and (ii) shall comply with all other applicable laws regarding deceptive trade practices, fair competition, and consumer protection; (b) Advertiser has and will retain all rights, licenses, and clearances necessary to lawfully use, and authorize Publisher to use, the contents and subject matter contained in any advertisement including: (i) any intellectual property; (ii) any testimonials or endorsements contained in any advertisement; (iii) any name, photograph, likeness, or identity of individuals, either living or dead, famous, or not famous; and (iv) any other rights, licenses, permissions, clearances, or approvals which may be necessary; (c) to the extent that any advertisement is delivered to Publisher in electronic form, it will not contain any viruses, malware, or other devices capable of disabling or interfering with any computer systems or software; and (d) Advertiser shall use the ad space solely for its own benefit and not for the placement of any third-party advertising.
35. Advertiser shall defend, indemnify, and hold harmless Publisher and its officers, directors, employees and agents, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, and the costs of enforcing any right to indemnification under this Agreement arising out of or resulting from any claim alleging: breach by Advertiser of any representation, warranty, covenant or other obligations set forth in this Agreement; or gross negligence or more culpable act or omission of Advertiser (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement.
35. Amendment. No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.
36. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.