

# AD INSERTION AGREEMENT

CLIENT: \_\_\_\_\_

CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

PHONE: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

FAX: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

1. All advertisements must be approved by the publisher before they are deemed acceptable for publication in Mundo Hispano Bilingual newspaper. Publisher must see proofs of insert galleys before acceptance for publication.

2. Advertisements appearing in Mundo Hispano Bilingual newspaper must be truthful and forthright and must represent responsible firms and/or individuals.

3. Frequency rates are based on total number of insertions contracted for and used in consecutive issues.

4. Advertisers shall have the right, at their option, to terminate this contract at any time after having used space hereunder by written notice to publisher and by paying the publisher within 30 days after invoice date all sums due for space actually used at the actual rate earned.

5. Cancellation of ads by advertiser shall not be effective unless written notice of cancellation deadline as set forth in the applicable Publisher's Rate Card. Cancellation of any portion of an advertising contract on behalf of the advertiser automatically nullifies any rate protection and any preferred position reservation on the remainder of the contract.

6. Publisher shall have the right, at his option, to terminate this contract at any time by written notice to advertiser, in which event advertiser shall pay for space actually used at the rate set forth on the face of this contract. If a space has been deducted in paying for prior insertions on a contract cancelled by the advertiser or Publisher, the advertiser and/or its agency shall reimburse the publisher for any difference between the rate paid and the rate earned.

7. Publisher shall have the right to terminate this contract at any time, with or without notice to advertiser, for non-payment of bills at due date, or because the minimum amount of space herein contracted for is not used by advertiser within the time or times stated in this contract.

8. Publisher reserves the right to revise its advertising rates at any time. A new rate immediately applies to business not previously covered by a formal order contract specifying space to be used and dates of insertion. Advertisers already covered by a formal order (contract) may receive rate protection only for advertising appearing in the next three issues published after the date the new rates become effective. Advertiser may terminate this contract on the date the new rates become effective, provided that prior to said effective date advertiser gives to publisher written notice of such termination, and in the event of such termination, shall be liable for space used at the rate set forth on the face of this contract and not at the actual rate earned.

9. Advertiser warrants and represents that any material submitted to publisher is original, does not violate any law or infringe the copyrights, trademark, trade names or patents of any other person, and contains no matter which is libelous, an invasion of privacy, an unlawful appropriation of the names or likeness, or is otherwise injurious to the rights of any other person, and that advertiser has obtained all necessary consents prior to submission to Publisher. Advertiser assumes all liability for all content of ads printed and advertiser agrees to indemnify and hold harmless against any and all claims, losses, liabilities and expenses, including attorney's fees and legal expenses resulting from or attributable to the publication of any advertisement submitted by the advertiser.

10. Advertising orders specifying pages or directing insertion of advertisements in position with the proviso or omit will not be accepted. Any provision in an ad order specifying or barring the use of any page because of the kind of news or ad on that page, on its reverse side or on the facing page, will not be legally binding upon Publisher, but will be treated as a request only. Discontinuance of advertisements ordered. Till Forbid, and changes or cancellations of ads must be given in writing. No oral agreements will be recognized.

11. In the event of any error in printing or other inadvertent publication of an advertisement, Publisher's liability shall not exceed the cost of the space occupied by the error. Advertiser must notify the publisher of the error in time to enable Publisher to make the correction before the second insertion. Credit, if allowed, shall be for the



**BILINGUAL**

mundohispanotn.com

FREQUENCY:  1X  3X  6X  Other: \_\_\_\_\_ X

FIRST ISSUE: \_\_\_\_\_ LAST ISSUE: \_\_\_\_\_

SIZE:  1 Page  1/2 P  1/3 P  1/4 P  1/3 P

Ink:  Color  BW:

INSERTION RATE: \$ \_\_\_\_\_

OTHER CHARGES: \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

## BILLING INFO:

Credit Card Kind \_\_\_\_\_  Check (# \_\_\_\_\_)  BILL

CVC Number: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_

Cardholder Name: \_\_\_\_\_

**I do hereby certify that I am authorized to make and execute this contract for advertising on behalf of the Client named above:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

first insertion only and maybe given in the form of republication of the corrected ad. No adjustment will be made where advertiser or its agent is responsible for the error. Under no circumstances shall Publisher be liable for consequential damages of any kind.

12. Publisher will not be liable for any failure to print, publish or circulate all or any portion of any issue if such failure is due to acts of God, strikes, accidents, or other events beyond Publisher's control. In consideration of publication of an advertisement, the advertiser and the agency, jointly and severally, will indemnify and hold harmless the newspaper, its owners, directors, officers, agents and employees against expenses (including legal fees) and losses resulting from the publication of an advertisement, including, without limitation, claims or suits for libel, violation of rights of privacy, copyright infringement, or plagiarism.

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