



2010 FAIA Convention Advertising Contract



Advertiser: _____ Member #: _____
 Advertising Contact: _____ Phone: _____ Ext.: _____
 Address: _____ Email: _____

ADVERTISEMENT CHOICES**:

<input type="checkbox"/> Outside Back Cover, Full Color*	3.5w x 8.5h			SPONSORED
<input type="checkbox"/> Inside Back Cover, Full Color *	3.5w x 8.5h		\$ 1200	SOLD
<input type="checkbox"/> Inside Front Cover, Full Color *	3.5w x 8.5h		\$ 1200	SOLD
<input type="checkbox"/> Page 1, Full Color*	3.5w x 8.5h		\$ 950	SOLD
<input type="checkbox"/> Page opp. TOC, Full Color*	3.5w x 8.5h		\$ 950	SOLD
<input type="checkbox"/> Daily Schedule Divider, Full Color*	3.5w x 8.5h	qty	\$ 1050 - Please select one: Back/Front	
<input type="checkbox"/> Exhibitors List Divider, Full Color*	3.5w x 8.5h	qty	\$ 1050 - Please select one: Back/Front	
<input type="checkbox"/> Full Page, Full Color	3.5w x 8.5h	qty	\$ 850	
<input type="checkbox"/> 1/2 Page, Full Color	3.5w x 4h	qty	\$ 550	
<input type="checkbox"/> Full Page, Blk & Wht	3.5w x 8.5h	qty	\$ 650	
<input type="checkbox"/> 1/2 Page, Blk & Wht	3.5w x 4h	qty	\$ 350	

Comments: _____

TOTAL \$ _____

* **RIGHT OF FIRST REFUSAL:** By purchasing this premium advertisement position, your company will now have the right of first refusal for the following advertising year. Your Right of First Refusal is predicated on payment being made to FAIA for such advertising no later than **February 1, 2011**. After such date, this premium location becomes available to ALL advertisers under the same conditions as explained in this contract.

****Advertisement File Format needs to be a hi-resolution press quality PDF, jpeg, or tiff at 300 dpi. Please embed all fonts for your submitted PDFs.**

PAYMENT:
 CHECK VISA MC
 Cardholder: _____
 Card #: _____
 V-code: _____ Exp. : _____
 Credit Card Billing Address: _____
 _____ Zip _____
 Signature of cardholder: _____

Send contract and payment to:
 FAIA
 ATTN: Nancy Dittmar
 PO Box 12129
 Tallahassee, FL 32317-2129
 Telephone: 850-893-4155, ext. 333
 or
 Fax your advertisement contract to:
 850-668-2852 or
 Email: ndittmar@faia.com

Contract Deadline: April 15, 2010; Art Deadline: May 1, 2010

DEADLINE: April 15, 2010



FAIA Advertising Contract Terms and Conditions

Contract Parties

FAIA, Inc., located at 3159 Shamrock South Tallahassee, FL 32309, herein referred to as **The Association**, and _____
located at _____, herein referred to as **The Advertiser**.

- 1. ADVERTISING.** The Advertiser shall purchase the advertising at the rate listed and specified in the insertion order, which is attached and incorporated herein by reference and made a part of this agreement.
- 2. POSITIONING.** Except as otherwise expressly provided in the contract, positioning of advertisements in the FAIA Membership Directory is at the sole discretion of The Association.
- 3. CANCELLATION POLICY.** All cancellations must be in writing and acknowledged received by FAIA. This advertising contract may be cancelled without penalty (less a \$50.00 processing fee) 60 days in advance of the deadline date listed on the front of this agreement. For advertisers cancelling between ten and 60 days of the deadline date, a refund of 50 percent will be issued; a 25 percent refund will be issued for cancellations received within 10 days of the deadline date. No refunds will be issued if the advertising contract is cancelled after the deadline date.
- 4. INDEMNIFICATION.** The Advertiser agrees to defend, hold harmless, and will indemnify The Association from all damages, costs, and expenses of any nature whatsoever, including but not limited to reasonable attorneys' fees, for which The Association may become liable by reason of its publication of The Advertiser's advertising.
- 5. COPYRIGHT.** All advertising, which represents the creative effort of The Association and/or the utilization of creativity, illustrations, labor, composition, or material furnished by it, is and remains the property of The Association, including all rights of copyright therein. The Advertiser understands and agrees that it cannot authorize reproductions, in whole or in part, of any such advertising.
- 6. TAXES.** Prices do not include tax. In the event that any federal, state, or local taxes are imposed on the creation of the advertising or on the sale of advertising, such taxes shall be assumed and paid by The Advertiser.
- 7. PAYMENT.** The Advertiser must process its payment by the closing date. In the case of non-payment, The Advertiser will be denied any future purchase of The Association's services until payment has been made. The full amount of the advertising contract shall immediately become due and payable by The Advertiser. The Advertiser must also reimburse The Association for all expenses incurred in connection with the collection of amounts payable, including court costs and attorneys' fees.
- 8. REJECTION OF ADVERTISEMENT.** The Association reserves the right to not run any advertisement that is received and that is not in accordance with The Association's policies. In addition, The Association reserves the right to reject or cancel any advertisement, order, or reservation at any time and to reject any website address embodied within any advertisement.
- 9. PUBLISHER COPY PROTECTIVE CLAUSE.** The Advertiser and advertising agencies assume liability for all content and advertisements printed and also assumes responsibility of any claims arising therefrom made against the publisher. The Association reserves the right to reject any advertising that does not conform to publication standards.
- 10. LIMITATION ON LIABILITY.** The Advertiser assumes all liability for content of advertising, agrees to hold harmless, and will indemnify The Association from all claims, losses, judgments, and damages arising therefrom. Liability for typographical errors, wrong insertions, late publications, and/or non-publication, non-performance due to Acts of God, as well as all other matters advertising might raise relevant to this contract, is limited to the amount charged to The Advertiser by The Association for the applicable advertisement. Claims for an allowance for such matters must be made within seven (7) days of the matter's first occurrence.
- LIMITATION OF LIABILITY.** The Association's liability is limited in all cases to the return of the charges made for the applicable advertising. THIS LIMITATION OF LIABILITY IS A CONDITION FOR THE ACCEPTANCE OF ANY ADVERTISING BY THE ASSOCIATION. IN NO EVENT SHALL THE ASSOCIATION, FLORIDA ASSOCIATION OF INSURANCE AGENTS, BE LIABLE TO THE ADVERTISER OR TO ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR UNREALIZED BUSINESS OPPORTUNITY, ARISING OUT OF THIS AGREEMENT OR THE PUBLICATION OF OR FAILURE TO PUBLISH ANY ADVERTISEMENT WHETHER OR NOT THE ASSOCIATION WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- 11. FORCE MAJEURE.** Each party hereto shall be excused from liability to perform its obligations hereunder where such failure results from delays caused by Acts of God, fires, floods, strikes, work stoppages, controls, or regulation of federal, state, or local governments, or other causes beyond its reasonable control.
- 12. ASSIGNMENT.** This Agreement may not be assigned or transferred by The Advertiser.
- 13.** It is expressly agreed that neither The Advertiser nor The Association, nor their respective agents and representatives, shall disclose in any manner the terms and conditions of this Agreement to anyone not a party to it.
- 14.** This Agreement is governed by the laws of the state of Florida.
- 15.** By signing below, I certify that I am the owner or authorized representative of The Advertiser and I hereby grant on behalf of The Advertiser its express permission and consent to receive advertising offers and other information via direct mail, telephone, email, and facsimile transmission from FAIA or any other business operated by the Association. I agree that such information may be transmitted to the mailing and email address(es), telephone number(s), and facsimile number(s) listed on the front of this agreement or to any other contact addresses and numbers used by The Advertiser.
- 16.** The Advertiser has read and agrees to the Terms and Conditions as indicated by the signature below.

Advertiser

Florida Association of Insurance Agents

Authorized Signature

By

Name

Nancy Dittmar

Title

Date

Date of Acceptance

Questions: Contact Nancy Dittmar by telephone at 850-893-4155, ext. 333; fax: 850-668-2852; or email: ndittmar@faia.com.

