

# papi advertising agreement...

# PAPI

performing arts programs inc

Account Executive: \_\_\_\_\_

Client Number: \_\_\_\_\_

Business Category: \_\_\_\_\_

Contract Submittal: \_\_\_\_\_

Combo Program \_\_\_\_\_ UT Program \_\_\_\_\_

900 Ranch Road 620 South

#C101-312

Austin TX 78734

Phone: 512-371-4146

Fax: 512.371.4101

info@artspro.com

www.artspro.com

Advertiser: \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Ext. \_\_\_\_\_ Fax: \_\_\_\_\_

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

Website: \_\_\_\_\_

Ad Size: \_\_\_\_\_ Type Ad: \_\_\_\_\_ Advertising Rate: \_\_\_\_\_

A commitment deposit (down payment) of 25% must accompany agreement. The remaining balance is due as indicated below. If the billing schedule below is not filled in, Performing Arts Programs, Inc. (PAPI) will invoice the total net rate.

Down payment due with signed agreement (25%): \_\_\_\_\_

Payment Due Date: \_\_\_\_\_ 15 \_\_\_\_\_ 1st Payment: \_\_\_\_\_

Payment Due Date: \_\_\_\_\_ 15 \_\_\_\_\_ 2nd Payment: \_\_\_\_\_

Payment Due Date: \_\_\_\_\_ 15 \_\_\_\_\_ 3rd Payment: \_\_\_\_\_

Total Payments including down payment: \_\_\_\_\_

Closing date for material is: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

By signing this agreement, advertiser understands that advertising is for the \_\_\_\_\_ season. Advertiser further agrees to abide by additional terms, conditions and requirements on the reverse side of this page.

By: \_\_\_\_\_

Accepted By: \_\_\_\_\_

Performing Arts Programs, Inc.

Advertiser/Authorized Agent

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

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

**(a)** All advertising orders are accepted at the rate set forth in the rate section. The publisher shall regard any failure to make the insertion order correspond in price, or otherwise, with the rate schedule as only a clerical error. The publisher will publish and charge for said publications, only upon the terms of the schedule set forth in the rate section.

**(b)** Rates and conditions apply through the entire season.

**(c)** No cancellations accepted within 60 days of contract closing date.

**(d)** Orders specifying positions other than those known as “designated positions” are accepted only on a request basis, subject to the right of the publisher to determine actual position.

**(e)** All advertisements are accepted and published by the publisher entirely on the representation that the agency and / or advertiser are properly authorized to publish the entire contents and subject matter thereof. Said contents and subject shall include, but not be limited to use of: (1) the names, portrait and or pictures of living persons; (2) any copyrighted materials; or (3) any testimonials. It is understood that in consideration of the publication of advertisements, the advertiser and or agency will indemnify and save the publisher and printer harmless from and against any claims or suits for libel, violation of right of privacy, plagiarism, copyright infringement and any other claims or suits based on the contents or subject matter of such publication.

**(f)** It is explicitly understood that this contract is solely between Performing Arts Programs, Inc., (PAPI), and the advertiser(s). All rights to this agreement are transferable and assignable by Publisher.

**(g)** The publisher reserves the right to decline or reject any advertising for any reason at any time without liability to publisher or printer, even though the publisher previously acknowledged or accepted said advertising.

**(h)** All orders are accepted subject to acts of God, fire, strikes, accidents, or other occurrences beyond the publisher’s control, if said occurrences prevent the publisher from partially or completely producing, publishing or distributing the publisher’s magazines.

**(i)** Advertiser and agency shall supply the publisher with a legal street address for its place of business. Post Office Box numbers may be supplied in addition to legal street addresses, but not as a substitute for a legal street address.

**(j)** Where conditions or instructions contained on orders or copy instructions submitted by or on behalf of the advertiser conflict with any provision contained on this rate card, the publisher will not be bound by any such condition regardless of its nature.

**(k)** Late Fees: billed amounts are considered late after 30 days from date of invoice. A late fee of \$25 will be charged monthly on all late payments and subsequent unpaid balances owed to PAPI.

**(l)** If any legal action is brought by PAPI for enforcement of this Advertising Agreement or collection of a debt arising under this Agreement, it is expressly agreed that, upon final judgment in its favor, PAPI shall be entitled to recover from Advertiser, reasonable attorney’s fees and cost of suit in addition to any other relief that may be awarded. In the event that declaratory or injunctive relief alone is granted, the court may determine the amount of reasonable attorney’s fees in the trail of such action or in a separate action brought for that purpose. Attorney’s fees and cost of suit awarded under the provision of this paragraph shall be in addition to any other relief that may be awarded.