



# Advertising Contract and Placement Order

Date: \_\_\_\_\_ Advertiser (Business name): \_\_\_\_\_

Check if advertising agency Contact: \_\_\_\_\_

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

City \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip \_\_\_\_\_ Phone: \_\_\_\_\_

Fax \_\_\_\_\_ E-mail: \_\_\_\_\_

1. Contracted as:  Month-to-month (or check desired months below) Start my ad on \_\_\_\_\_

Year \_\_\_\_\_  January  February  March  April  May  June

July  August  September  October  November  Dec

Year \_\_\_\_\_  January  February  March  April  May  June

July  August  September  October  November  Dec.

2. Frequency:  4 weeks  2 weeks\*  once a month\* (\*special permission required)

3. Space size:  Full page  1/2 page  1/4 page  1/8 page  Classified  Banner

4. Special placement:  1/2 page (vertical)  Double full page  Center spread

Cover page  Inside back cover  TV Guide

5. Color requirements:  Black & White  4-color

6. Bleed:  No  Yes 7. Position guaranteed:  No  Yes \_\_\_\_\_

8. Special instructions: \_\_\_\_\_

9. Cost: \_\_\_\_\_ Price per size B&W \_\_\_\_\_ + special placement \_\_\_\_\_ + position guaranteed

\_\_\_\_\_ + 4 color (20%) \_\_\_\_\_ + other \_\_\_\_\_ (-) Specials/discounts

\_\_\_\_\_ = TOTAL AMOUNT DUE PER MONTH (in US Dollars) \_\_\_\_\_ Advertiser's Initials

9. Billing:  Direct to advertiser;  Through the agency if listed above (check one)

10. Preferred method of payment:  Check by mail  Online payment  CC Auto Pay

11. Initial payment:  By Check  By Credit Card  Paid online  Will pay later

If payment enclosed. Check # \_\_\_\_\_ for \$ \_\_\_\_\_

I understand this initial payment is non-refundable.

**CREDIT CARD PAYMENT (optional)**

Charge my credit card  one time only for the initial payment,  monthly as for CC Auto Pay

Card Number     Exp.Date

Card Holder Name: \_\_\_\_\_ Security Code

Please enter the name as it appears on the card.

Billing Zip Code:  Authorized Payment Amount: \_\_\_\_\_. I understand that in case I select "CC Auto Pay" method above, this amount will be charged every month in accordance with the above contract. I agree and understand that unless I make other arrangements via subsequent and mutual agreement, the balances due for this PO will be billed or automatically charged to my account on a monthly basis for \_\_\_\_\_ months.

I authorize Gorizont (Horizon Media Sale) to charge my credit card for the balance listed above.

Signature of authorized cardholder's \_\_\_\_\_ Date \_\_\_\_\_

1. By ordering an advertisement in GORIZONT the advertiser agrees to accept the said conditions of business. 2. The signed contract is binding. 3. Orders cannot be cancelled after the booking deadline (one week before printing) for that issue. 4. Advertising material must conform to the specifications given in the rate card above. Typesetting as well as creation or upgrading of artwork may be a subject to additional charge. 5. If the advertiser, for whatever reasons, fails to supply material or instructions in time for publication, payment of the account in full must still be made. GORIZONT reserves the right to insert a previous advertisement if the advertiser fails to supply copy instructions prior to the deadline 6. Materials will not be returned to Advertiser unless specifically requested by Advertiser. Materials will be discarded after two (2) months. 7. GORIZONT reserves the right to decline any advertising. 8. All space booked under the frequency discount plan should be used within the period specified on the contract. 9. All payments should be made to GORIZONT (check) or to HORIZON MEDIA SALE (credit cards). Accounts should be settled within 30 days from the date of invoice. The American Russian Publication GORIZONT reserves the right to require payment in advance of publication. Advertising privileges will be suspended on accounts over 90 days past due. GORIZONT reserves the right to cancel this Agreement at any time upon Advertiser's failure to pay any bill when due. Invoices which remain unpaid for 48 days or more will bear a delinquency charge of 1.5% per month. All expenses and legal fees incurred in collecting outstanding invoices will be paid by the Advertiser. In the event GORIZONT must employ an attorney to collect sums due hereunder or to enforce compliance by Advertiser with any of the terms of this Agreement, Advertiser shall pay to GORIZONT attorney's fees and other costs incurred by GORIZONT in connection with any legal actions and appeals thereof. 10. Every effort shall be made by GORIZONT to fulfill the terms of the contract, but no responsibility can be undertaken for events beyond the control of GORIZONT or HORIZON MEDIA. GORIZONT shall not be liable for any damages for failure to fulfill an order for any reason whatsoever, including but not limited to labor disputes, strike, war, riot, insurrection, civil commotion, fire, flood, accident, storm, act of God, or any other circumstances. 11. GORIZONT shall have the right to omit any advertisement when the space allotted to advertising has been filled. Unintentional or inadvertent failure to publish advertising invalidates the insertion order for that issue only. Failure of GORIZONT to insert any advertisement shall be considered immaterial and shall not constitute a breach of this Agreement, nor shall GORIZONT be liable for damages advertisement not inserted. Advertisements already run shall be paid for at rates in the Rate Card. GORIZONT reserves the right to require any advertising to be labeled "advertisement." 12. Any specification or order for the use or non-use of any particular page or position where the advertisement is to be inserted shall be treated as a request only, and GORIZONT shall not be obligated to comply with said request. In the event said request for position is granted, Advertiser shall pay an additional position charge. 13. Advertiser shall indemnify GORIZONT and hold GORIZONT harmless from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions and proceedings that may be instituted against GORIZONT on grounds alleging behalf of Advertiser violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights. Advertiser agrees at Advertiser's own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against GORIZONT, provided that GORIZONT shall promptly notify Advertiser with respect thereto. The Advertiser shall reimburse GORIZONT for any amount paid by GORIZONT in settlement of claims or in satisfaction of judgments obtained by reason of publication of such advertising copy, together with all expenses incurred in connection therewith, including but not limited to, reasonable attorney's fees and court costs. 14. This writing contains the entire Agreement of the Parties. No representations were made or relied upon by either party, other than those expressly set forth in this Agreement. No representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by a duly authorized officer, employee or other representative of the respective parties. 15. Should any part of this Agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such part, parts, or portion which may, for any reason, be hereafter declared invalid. 16. This Agreement shall be construed under the laws of the State of Colorado. Venue for any legal actions regarding this Agreement shall be in Colorado, that their sole recourse against GORIZONT for any exclusion pursuant to this policy shall be refund of monies paid for advertising or exhibit space.

I understand and accept this Term & Conditions \_\_\_\_\_ (initial)

\_\_\_\_\_ Date \_\_\_\_\_  
Newspaper Rep Signature

\_\_\_\_\_ Date \_\_\_\_\_  
Advertiser's Signature