

Company Name _____

Contact Name _____ Title _____ Phone _____ Fax _____

Address (no P.O. Boxes) _____

City _____ State _____ Zip _____

Advertising Agency (if applicable) _____ Tax ID Number _____

Address _____ City _____ State _____ Zip _____

Contact Name _____ Title _____ Phone _____ Fax _____

Product Advertised _____

ADVERTISING CONTRACT

A. Publication of specified advertising sizes and schedules is subject to this written agreement between a representative of the advertiser and/or agency (hereinafter "advertiser") and the State Bar of Georgia (hereinafter "publisher"). Every effort will be made by the publisher to afford advertising in the position desired; however, under no circumstances is position guaranteed and advertising must be paid for regardless of position.

B. **Advertising Rate.** The advertiser agrees to pay publisher \$ _____ per issue for advertisement in _____ issues of the *Georgia Bar Journal* for a total payment of \$ _____.

C. **Payment for Advertising.** First time advertiser must make payment for their first ad at time advertising materials are submitted. A 15% discount of gross billing is given to recognized agencies. All ads must be paid for within thirty (30) days of invoice date, and, if not, the publisher reserves the right to treat the advertiser as if they have canceled the contract, and the publisher may implement the cancellation penalty discussed below in Section D.2.

D. Cancellation.

1. Publisher reserves the right to cancel this contract for any reason at any time without penalty. Advertiser may cancel this contract by written notice received by publisher no later than ten (10) working days after the materials deadline, subject to the following cancellation penalty:

If the contract is for Black and White, Non-Preferred Positions advertising, the advertiser must pay \$100 per unused advertisement time for which they contracted. If the contract is for Colored and/or Preferred Positions advertising, the advertiser must pay \$200 per unused advertisement time for which they contracted.

2. If the Advertiser cancels this contract by written notice received by publisher later than ten (10) working days after the materials deadline, in addition to the penalty discussed above in Section D.1., the advertiser must also pay the per issue rate shown above in Section B.

3. Whenever cancellation occurs, publisher will provide advertiser, by certified mail, with the written acknowledgment of said cancellation and an invoice for the total amount due. The cancellation penalty must be paid by the advertiser by money order within thirty (30) days from the invoice date. If the cancellation penalty is not received by the publisher within thirty (30) days from the invoice date, a late handling fee of 10 percent of the total cancellation penalty due will accumulate and compound daily until the entire penalty is paid in full.

E. **Costs of Collection.** In the event the advertiser fails to pay the sums due the publisher in the amounts and at the times they become due according to this contract, the advertiser agrees to pay reasonable costs of collection incurred by the publisher, including, but not limited to, attorney's fees and court costs should the collection be referred to an attorney or assigned for collection.

F. **Advertiser Liability and Indemnification.** The advertiser agrees that the publisher acts on behalf of the advertiser in performing the services described in this contract and the attached policies which are a part of this contract. All copy is subject to approval of the publisher. Advertiser and agencies assume the liability for all contents of advertisements printed and responsibility for any claims arising therefrom made against the publisher. If the publisher prepares and publishes advertising for the advertiser, or publishes camera-ready advertising prepared by the advertiser, the advertiser agrees to indemnify and hold the publisher harmless from any and all liability, claims, demands, or damages arising out of the advertising or on behalf of the advertiser. Such indemnity includes but is not limited to, the provision of a defense to any actions or claims and the payment of costs and/or attorney's fees in connection therewith.

G. **Publisher Liability.** The sole liability and obligation of the publisher for any failure or refusal to publish any advertisement shall be to refund any amounts paid by the advertiser to the publisher for such services. The liability and obligation of the publisher for any other breach of the terms, provisions and conditions contained in this agreement, including without limitation any mistake or error in a published advertisement, any late or untimely publication of an advertisement, shall not exceed the sum of any amounts paid by the advertiser to the publisher for such services. In no event shall the publisher be liable to the advertiser or to any other person, firm or other entity for any further damages of any kind arising from any breach of such terms and conditions or from any act or omission of the publisher with respect to any advertisement including, but not limited to, direct, indirect, special or consequential damages.

H. **Advertiser Warranty.** Advertiser represents and warrants by submission of advertising to the publisher hereunder, that all the facts stated in such advertising are and will be true and correct, and that therein there will be no libel and no invasion of privacy with the respect to any person, firm, corporation or other entity, and advertiser will indemnify and hold harmless from any claim of libel or invasion of privacy, and against recovery, fee, or expenses which may arise out of or be caused by any such claim.

I. **Attorney Advertising.** Attorneys who advertise in the *Georgia Bar Journal* recognize that attorney advertising is subject to the Rules and Regulations for the Organization and Government for the State Bar of Georgia. Acceptance for publication does not constitute a determination that an advertisement is in compliance with the Rules.

J. **Governing Law.** The provisions of this contract between the advertiser and the publisher shall be governed by the laws of the state of Georgia.

PUBLICATION SCHEDULE

Space ordered: (check size requested)

- Full page, non-preference position
- Two-thirds page vert. horiz.
- One-half page vert. horiz.
- One-third page vert. horiz.
- One-fourth page vert. horiz.
- One-sixth page vert. horiz.
- One-twelfth page

Position Preference: (check one)

Full page only. Special rates apply.

- Back cover (4-color only)
- Inside front cover
- Inside back cover
- Opposite Table of Contents
- Opposite President's Page

Number of Issues: (check one)

- 1x 3x 6x 12x

Check month of first insertion:

- February August
- April October
- June December

Please refer to rate sheets for space reservation and art deadlines.

Special Instructions: (check all that apply)

- Black and white
- Black and one color
- Four-color
- Match color
- Other

By affixing their signatures below, the publisher and advertiser acknowledge that they have received, reviewed, and understand the State Bar of Georgia Advertising Policies and agree to comply with the policies set forth therein. Furthermore, the parties acknowledge their understanding of the terms of this contract and the "per issue" and "total" advertising rates owed to the publisher.

This contract shall not become effective unless and until it is accepted and signed on behalf of the publisher in the space provided therefore at the office of the publisher, 104 Marietta St. NW, Suite 100, Atlanta, GA 30303.

Approved by: _____

Advertiser or Agency (please type or print)

Ad Representative Signature _____ Date _____

Publisher's Representative _____ Date _____