

THE ILLINOIS Manufacturer

ADVERTISING AGREEMENT 2012

This agreement for advertising ("Agreement") is made by and between the Illinois Manufacturers' Association ("Publisher") and the undersigned advertiser ("Advertiser"). Advertiser has read and understands the entire Agreement including but not limited to the attached Terms and Conditions, and hereby makes the following space commitments:

PUBLICATION ISSUE	AD SIZE/ DIMENSIONS	COLOR - B/W	AD PLACEMENT (COVER, DPS)	GROSS	AGENCY COMMISSION (IF APPLICABLE)	NET
WINTER 2011-2012 4th QUARTER 2011						
SPRING 2012 1st QUARTER 2012						
SUMMER 2012 2nd QUARTER 2012						
FALL 2012 3rd QUARTER 2012						
WINTER 2012-2013 4th QUARTER 2012						
SPRING 2013 1st QUARTER 2013						

Our artwork will be: sent via email CD (Press optimized pdf)

I DO HEREBY CERTIFY that I am a duly authorized and acting agent of the Advertiser, and that I am authorized to make and execute an Agreement for the Advertiser on its behalf. I further acknowledge that I accept all conditions set forth herein on behalf of Advertiser, and that I have been given a copy of this Agreement and the rates. Acceptance valid only upon execution of this Agreement by Publisher.

ADVERTISER — COMPANY (please print) _____

AD AGENCY (if applicable) _____

Contact Person _____

Ad Agency Contact Person _____

Title _____

Title _____

Street Address _____

Street Address _____

City, State, ZIP _____

City, State, ZIP _____

Telephone _____

Telephone _____

Fax _____

Fax _____

E-mail _____

E-mail _____

Signed: _____
(Advertiser)

Signed: _____
(for IMA as Publisher)

PLEASE FAX THIS CONTRACT TO: Stefany Henson, Editor and Director of Publications, fax: 217-522-2367

SEND AD MATERIALS TO: Stefany Henson, Editor and Director of Publications, Illinois Manufacturers' Association, 220 East Adams Street, Springfield, IL 62701. phone: 217-522-1240, Ext. 3017. fax: 217-522-2367. email: shenson@ima-net.org.



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TERMS AND CONDITIONS 2012

Advertiser and Publisher agree to be bound by the following terms and conditions.

1. Payment Terms:

- (a) This contract is accepted in accordance with the terms of The Illinois Manufacturer 2012 Rate Card.
- (b) Payment terms are due in full within 15 days upon receipt of invoice. Publisher will not accept orders if account is 60 days or more delinquent.
- (c) Complaints and/or requests for any adjustments relative to advertising must be received by Publisher within 10 days of proof of publication.
- (d) Publisher reserves the right to require payment in advance of publication.

2. Billing Procedures:

- (a) In the event of nonpayment, Publisher will hold Advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to Publisher. Note to advertising agencies: By signing this agreement, you agree to specific and complete financial responsibility for advertising placed. This Agreement supersedes any previous or future written order or statement by or to the Publisher disavowing such financial responsibility. Publisher's liability for error or omission shall not exceed cost of advertising space.
- (b) Publisher will not bill agency-placed advertising to individual clients without written authorization from the client.

3. Other Provisions:

- (a) The Publisher will not be bound by any conditions or provisions not stated in the 2012 Advertising Agreement, Terms and Conditions and the 2012 Rate Card (collectively referred to as "the Agreement"). Publisher shall not be liable for failure of an advertisement to appear, or for failure to produce any issue as scheduled due to acts of God, labor strikes, work stoppage or for other reasons beyond the Publisher's control. Acceptance of all advertising is subject to Publisher's approval. Advertiser agrees to indemnify and protect the Publisher from any loss or expense resulting from claims or suits based upon contents of the subject matter of such advertisements. This includes but is not limited to suits for libel, plagiarism, copyright infringement and unauthorized use of a person's name or photograph.
- (b) When no copy is provided by the Advertiser by the Materials Deadline date, the Publisher will put forth its best effort to comply with Advertiser's wishes, but can assume no responsibility for failure to do so.
- (c) This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties. This Agreement may not be amended, supplemented, waived or changed verbally, but only in writing signed by all parties.
- (d) Advertiser may not assign its rights or obligations hereunder without the prior written consent of Publisher, which consent shall be at Publisher's sole discretion.
- (e) All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including fax or e-mail) and shall be (as elected by the person giving such notice) delivered by messenger, courier service, fax, e-mail, or via U.S. postal service, first class, postage-paid.
- (f) Advertiser understands and acknowledges that this Agreement may not be canceled by Advertiser after the Space Deadline date of each issue and that Advertiser is obligated for the full amount thereof.
- (g) Advertiser understands and acknowledges that time is of the essence in the performance of this Agreement. ●