ADVERTISING CONTRACT

The New Physician / AMSA.org / AMSA's Weekly Consult

Instructions: Print form and legibly fill in boxes with pen. To type directly onto form, download form to computer and open PDF from computer. Type information into applicable boxes and electronically sign. Save completed copy to computer.

SECTION 1: Client Information

Advertiser _____

Contact Name_____ Email_____

Phone _____ Fax_____

Agency _____

Contact Name_____ Email_____

Phone _____ Fax_____

SECTION 2: Billing Information

Check one: ❒ Advertiser ❒ Agency

Address_____

City _____ State _____ Zip _____ Country _____

SECTION 3: Ad Information *(Check all that apply. Indicate ad rerun, if applicable.)*

AMSA.org Web Banner Packages	Number of Months *(check one)*	Start Date	URL	Total Price*
❒ Premium Package	❒3 ❒6 ❒12			$
❒ Internal Tab Package	❒1 ❒3 ❒6 ❒12			$
AMSA's *Weekly Consult* Banner Ads	**Banner Size** *(check one)***	**Start Date**	**URL**	**Total Price***
❒ 1st:	❒A ❒B ❒C ❒D ❒E ❒F			$
❒ 2nd:	❒A ❒B ❒C ❒D ❒E ❒F			$

The New Physician Issue	Ad Size*	Contract Deadline	Ad Deadline	Position	Rerun Issue	Price*
❒ January-February 2014		11/8/2013	11/15/2013			$
❒ March-April 2014		1/10/2014	1/17/2014			$
❒ Summer 2014		3/14/2014	3/21/2014			$
❒ September 2014		7/3/2014	7/10/2014			$
❒ October 2014		8/8/2014	8/15/2014			$
❒ November-December 2014		9/12/2014	9/19/2014			$
❒ *TNP*, Digital Upgrade, Bellyband	Issue(s)					$
❒ *TNP*, Digital Upgrade, Side-Rails	Issue(s)					$
❒ *TNP*, Digital Upgrade, Multi-Link	Issue(s)					$

*Refer to *The New Physician,* AMSA.org and AMSA's *Weekly Consult* advertising media kits for specifications, sizes and rates.

**Refer to AMSA's *Weekly Consult* advertising media kit for specific banner sizes.

SECTION 4: Authorization

I hereby acknowledge that I am authorized on behalf of the Client listed above to complete and return this Contract. I have read, understand and agree to the Contract Terms and Conditions. Acceptance of this Contract does not waive the right of AMSA to reject any contract for space.

Printed Name _____ Title _____

Authorized Signature _____ Date _____

SECTION 5: Method of Payment *(Choose one option: Invoice or Credit Card.)*

❒Send invoice to billing address above.

❒Payment by credit card *(Check one.)* ❒American Express/❒Discover/❒MasterCard/❒Visa Exp. Date _____

Amount $ _____ Card Number _____ Security Code _____

Card Holder: Printed Name _____Signature_____

Mail, fax or email contract to:

AMSA, Advertising Department, 45610 Woodland Road, Suite 300, Sterling, VA 20166, Fax (703) 620-6445, Email: adv@amsa.org.

AMSA Advertising Contract
Terms and Conditions

The following terms and conditions apply to the AMSA Advertising Contract (Contract) between AMSA, the person or entity identified as the Client in the Contract, and the person or entity signing the Contract (Client).

File Requirements:

- The Client is responsible for meeting file specifications and agrees to deliver electronic files to AMSA by the published deadline dates.
- All advertising is subject to AMSA's approval, and AMSA reserves the right to reject any advertising. Any ad alterations are the responsibility of the Client. The Client is subject to a service fee equal to 10 percent of the ad rate if there is a delay in production caused by the Client. AMSA is not responsible for storing any files after its last use. Files will not be returned.

  ***The New Physician*:** Ads must be submitted as press-ready PDFs with hi-res images that are at least 300 dpi. Fonts must also be embedded, and printer's marks (crop marks, registration marks, etc.) must not be included in the file. Ads must use CMYK color only. RGB color or spot colors (such as Pantone colors) are not acceptable. Fractional ads (anything smaller than a full page) must be contained in a box and must not include a bleed. Digital artwork must be submitted by published art deadline and either emailed as an attachment to adv@amsa.org or uploaded to:
  Ftp server= ftp://ftp.thenewphysician.com
  Username = adv@thenewphysician.com
  Password = HH1AxE2c

  AMSA.org and *AMSA's Weekly Consult*: All ads and corresponding URLs must be emailed to adv@amsa.org at least 5 business days prior to start date for post to occur as scheduled. Contracted social media is subject to AMSA's guidelines and communications calendar.

Payment Terms: If credit card payment is not received with the Contract, the Client is billed on the publication's day of issue. Payment is due within 30 days of the invoice date. Payment received after 30 days is subject to a $75 late fee. In the event an account becomes 60 days past due (90 days from original invoice), all scheduled advertising will be cancelled. Prepayment is required of all new clients. Payment may be in the form of a check made payable to AMSA or with credit card (American Express, Discover, MasterCard and Visa). Cash is not accepted. All payments must be in U.S. currency only.

Publication Liabilities: (a) Indemnification by the Client. Except as otherwise expressly provided, the Client shall indemnify and hold AMSA harmless from and against any loss, expense (including attorney's fees) or other liability resulting from any claim or suit for defamation, liable, slander, plagiarism, illegal competition or trade practice, false or misleading advertising, infringement of trademark, service mark, trade name, infringement of copyright or proprietary rights, violation of the right of privacy or any other claim or suit of any nature resulting from the advertising provided by the Client or based on material or information furnished by the Client to AMSA. (b) Indemnification by AMSA. AMSA agrees to indemnify, severally and not jointly, and hold the Client harmless from and against AMSA's gross negligence or willful misconduct where the Ad is prepared and produced by AMSA, excepting any loss that may result directly or indirectly from material or information furnished by the Client.

Advertising Agencies: Any person or entity signing the Contract as an advertising agency on behalf of the Client (Agency) represents and warrants that such person or entity has full power and authority as an agent of the Client to bind the Client to all of the terms and conditions of the Contract, including but not limited to, the obligation for payment in the event of the Agency's failure to do so. In the event the Agency does not have such power and authority, the Agency agrees to pay AMSA and guarantee the payment of the Total Contract Amount in full. Agency commission is 15% of gross billing to recognized agencies, provided agency requests commission at time of contract and account is paid within 30 days of invoice date. No discounts are to be taken or provided after 30 days of invoice date.

Changes/Cancellations: Any changes to the Contract made by the Client must be made in writing to AMSA prior to the published Art Deadline. No cancellations by the Client will be permitted after the published Art Deadline. AMSA has the right to cancel the Contract at any time upon the default or delay by the Client in the payment of any amount due or other material breach on the part of the Client. Upon such cancellation, all fees for publishing not previously paid shall become immediately due and payable. The Client shall have no claim for damages against AMSA for breach of the Contract. Under no circumstances will AMSA have any liability whatsoever to an Agency.

Inability to Publish: Should AMSA be unable to publish at the time specified in the Contract due to any cause of any kind beyond AMSA's reasonable control, such as, but not limited to, acts of God, strikes or other labor difficulties, war, riots, changes in laws and regulations, other acts of government authorities, inclement weather, fire, flood, unavoidable casualties, delays in transportation of materials, or inability to obtain timely delivery of materials from suppliers, AMSA will not be liable to the Client. In the event of such delay, AMSA will notify the Client with a reasonable time, and it is agreed that the time for publication shall be extended for a period of time at least equal to the time lost by reason of the delay.