

RETURN FORM TO **Ellie Dunn**

EllieD@NAfME.org / 856.582.0690 ext. 2

### PRIMARY CONTACT

Name	Title		
Company	NAfME Corporate Partner	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Address			
City		State/Zip	
Phone	E-mail		

### BILLING CONTACT Same as above Agency

Name	Title	Company	
Address		City	State/ZIP
Phone	E-mail		

### PRINT

#### Frequency

1x  2x  3x  4x

#### Issues

Oct. 2019  Jan. 2020  April 2020  Aug. 2020  Oct. 2020  
 Jan. 2021  April 2021  Aug. 2021  Oct. 2021  Jan. 2022

#### Size

Full w/bleed  Full  2/3V  1/3 Sq  
 1/2 Island  1/2 H  1/4 V  Spread

Other: \_\_\_\_\_

#### Special Placement

Inside Front Cover  Inside Back Cover  Back Cover

Other: \_\_\_\_\_

### E-MAIL AD SUBMISSIONS TO: [jean@kalomedia.com](mailto:jean@kalomedia.com)

New PDF, arriving by \_\_\_\_\_

Pick up past ad from \_\_\_\_\_

### COST PER INSERTION (NET)

Cost Per Insertion	\$
Total Amount Due	\$

### PAYMENT

PO# \_\_\_\_\_

*Advertiser will be invoiced when ad has been printed. Payment is due within 30 days of invoice date.*

### AGENCY/CLIENT ACCEPTANCE

This contract represents the entire understanding of the parties and may not be amended except by further written agreement signed by both parties. This contract shall be governed by the laws of the Commonwealth of Virginia. Any dispute between the parties shall be submitted to binding arbitration in Alexandria, Virginia, pursuant to the Commercial Rules of the American Arbitration Association. The parties will bear their own costs. Any award may be submitted to a court of competent jurisdiction for enforcement.

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

*Signature indicates you agree to the TERMS AND CONDITIONS outlined below*

### TERMS AND CONDITIONS

#### General Conditions:

All orders are accepted subject to Acts of God, fires, strikes, accidents, or other occurrences beyond the Publisher's control (whether like or unlike any of those enumerated herein) which prevent the Publisher from partially or completely producing, publishing, or distributing *Teaching Music* magazine. The advertiser and its agency (if there is an agency) each represents that it only has the right to authorize the publication in *Teaching Music* magazine of any advertisement it has submitted to *Teaching Music* magazine, but that it is fully authorized and/or licensed to use: 1. The names and/or portraits or pictures of persons, living or dead, or of things; 2. Any trademarks, service marks, copyrighted, proprietary, or otherwise private material, and; 3. Any testimonials contained in any advertisement submitted by or on behalf of the advertiser and published

in *Teaching Music* magazine, and that such advertisement is neither libelous, an invasion of privacy, violative of any third party's rights, or otherwise unlawful. As part of the consideration and to induce *Teaching Music* magazine to publish such advertisement, the advertiser and its agency (if there is one), each agrees jointly and severally, to indemnify and save harmless NAfME, publisher of *Teaching Music* magazine, and its publishing agents and contractors, against all loss liability, damage, and expense of whatsoever nature arising out of copying, printing, or publishing of such advertisement. Rates, conditions, and space units are subject to change without notice. No cancellation will be accepted after published closing dates. The Publisher of *Teaching Music* magazine will not be bound by any conditions of whatsoever nature appearing on insertion orders or copy instructions submitted by, or on behalf

of, an advertiser when such conditions conflict with any provision contained in the published rate card or with its policies. Orders specifying positions other than those known as designated positions are accepted only on a request basis and are subject to the right of the Publisher to determine actual positions. The advertiser and its agency (if there is one) agree that in the event the Publisher commits any act, error or omission in the acceptance, publication and/or distribution of their advertisement for which it may be held legally responsible, the Publisher's liability will in no event exceed the cost of the space ordered and further agree that the Publisher will not in any circumstance be liable for consequential damages, including lost income and/or profits.

#### Agency Commission:

Unless otherwise specified, advertising agencies receive a 15% commission on the gross advertising space cost.

Invoices for display advertising show the gross advertising space cost minus agency commission (15%) and the net amount due the Publisher. Mechanical and production costs are not subject to agency commission. Invoices for mechanical and production costs show the net amount due.

#### Terms of Payment:

All invoices are due and payable within 30 days of invoice date in United States currency. Rendering an invoice to an authorized advertising agency does not release the advertiser from liability in case of non-payment by the agency. **Please note there will be a processing fee of 3.5% for any payments made via credit card.**

#### Short Rates & Rebates:

Short rates apply to unfulfilled contracts. Rebates for space run in excess of contracts will be credited as earned.