

ADVERTISING CONTRACT



Renewal **New Account**

Date _____

Publication Houston Symphony SPA

Bill Customer or **Bill Agency**

Grand 1894 Opera House Other _____

Company _____

Phone (_____) _____

Contact _____

Fax (_____) _____

Address _____

E-mail _____

City/State/Zip _____

Website _____

Advertising Agency: _____

Agency _____

Phone (_____) _____

Contact _____

Fax (_____) _____

Address _____

E-mail _____

City/State/Zip _____

Website _____

Bill Other _____

This contract authorizes New Leaf Publishing to reserve the space indicated in the following schedule at the indicated cost and subject to the terms and conditions stated on this contract.

MONTHLY SCHEDULE

Issue	Size	Color	Rate
Sept 20 _____			
Oct 20 _____			
Nov 20 _____			
Dec 20 _____			
Jan 20 _____			
Feb 20 _____			
Mar 20 _____			
April 20 _____			
May 20 _____			
June 20 _____			
July 20 _____			
Aug 20 _____			

QUARTERLY SCHEDULE

Issue	Size	Color	Rate
Fall 20 ___ or Vol _____			
Wint 20 ___ or Vol _____			
Spr 20 ___ or Vol _____			
Sum 20 ___ or Vol _____			

Rates for space do not include production costs, which will be billed separately.
Rates subject to change with two months advance notice from publisher.

NOTES: _____

Contract must be signed by customer to receive frequency discount.

I have read and I agree to the terms and conditions stated on this contract.

By virtue of signing this contract, the advertiser/agent hereby agrees to all terms set forth on the **advertising rate card**, and acknowledges the receipt of the same.

Agreed _____ Date _____

Customer Contact or Authorized Agent (Print name and signature)

By _____ Date _____

New Leaf Publishing Advertising Executive

TERMS AND CONDITIONS

This contract is in all particulars performable in Houston, Harris County, Texas, and shall be interpreted under the laws of the State of Texas without regard to its conflict of law principals. The prices agreed herein are stipulated by both parties to be reasonable in Houston, Texas, and submission of magazine copy or any advertisement is prima facie proof of services rendered.

1. No modification of this contract shall be effective for any purpose unless in writing, specifically referencing the contract, so modified and signed by the parties. Single insertion changes may be orally communicated with modification of this contract coming at a later date. This contract embodies the entire understanding and agreement of the parties and supercedes any and all prior agreements or understandings, whether oral or in writing, as to the subject matter hereof.
2. All advertisements are published on the representation that customer and its agency are authorized to publish the entire contents thereof. In consideration of Publisher's acceptance of such advertisements, customer and its agency jointly and severally shall indemnify and hold Publisher, its agents and employees, harmless against expenses and losses by reason of claims arising out of publication of the advertisement, including any claims of copyright or trademark infringement.
3. Publisher shall not be liable for errors in key numbers or for any delay or failure to print, publish, or circulate any part of any issue because of circumstances beyond its control. Publisher can reject or cancel any advertisement for any reason at any time.
4. Any provision of this contract prohibited by law or held invalid in any state shall, as to such provision, be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions hereof.
5. The customer may cancel this contract 6 months from first insertion provided written notice is received by Publisher prior to the closing date for space reservations. If cancelled, the customer will be liable for the difference between the rate shown in this contract and the actual rate earned. This difference in rate (the short rate) plus a cancellation charge of \$100.00 is due immediately upon receipt of an invoice.
6. All advertising placed by the Publisher pursuant to this contract is deemed to be done with the concurrence of the Customer. Unless the Customer notifies the Publisher in writing within 30 days from the mailing of any invoice for advertising published hereunder, the invoice shall be conclusive as to the correctness of the matters stated therein and shall constitute an account stated.
7. All advertising materials must be received by closing dates specified by the advertising production department. Neither customer nor its agency may cancel orders for advertising after closing date. Cancellations or changes must be in writing, and are not considered accepted until confirmed in writing by the Publisher. Cover advertisements are non-cancelable 60 days prior to closing date.

Advertisers who cancel an insertion after the space reservation deadline will be charged 15% of the contracted space rate as a cancellation fee.

Advertisers who cancel an insertion after the advertising materials deadline will be charged 100% of the contracted space rate as a cancellation fee. Publisher reserves the right to repeat a previous ad in this event.

8. All advertising is invoiced on the day of publication issuance. All invoices are due and payable upon receipt, which shall be deemed to be three (3) days following Publisher's mailing of any such invoice. All invoices are to be paid to the office location designated on the invoice.

Agency commission, as allowed when composite negatives are supplied, is forfeited on all accounts unpaid after 30 days from the date of first invoice.

Publisher, without notice or demand, may cancel the remainder of this contract and bill the undersigned the difference between the rate shown in this contract and the actual rate earned. This difference in the rate (the short rate) is due immediately upon receipt of the invoice. If customer's account is delinquent and placed with an attorney or collection agency, the customer agrees to pay a collection fee, in addition to the short rate, equal to 40% of the unpaid account and/or a reasonable attorney's fee plus cost of suit if instituted. In the event of non-payment, Publisher reserves the right to hold customer and/or its advertising agency jointly and severally liable for such monies as are due and payable to Publisher.

9. Customer is liable for any production costs incurred in the preparation of advertisement.
10. The Publisher will attempt to honor all reasonable requests for position placement but reserves the right to place any advertisement at its discretion, except where premium payment for position has been agreed to herein.
11. Advertiser agrees to pay 1.5% service charge per month on invoices unpaid after 30 days from the invoice date.

Agreed _____
Customer Contact or Authorized Agent (type or print)

_____ Date

newleaf
PUBLISHING INC.