

The Breeze

James Madison University's Student Newspaper

Display Advertising Insertion Order

ADVERTISER: _____

Ad size _____

(number of newspaper columns wide by the number of inches deep; example 5x10)

Column Inch Rate:

- \$8.25 Open Rate
 \$7.75 On Campus Rate
 \$9.75 National Rate*

*Clients/Ad. Agencies outside of Harrisonburg area

Contract Column Inch rate/year

- \$7.75 (90-159 inches)
 \$7.25 (160-299 inches)
 \$7.00 (300-474 inches)
 \$6.75 (475-699 inches)
 \$6.50 (700-999 inches)
 \$6.00 (1000+ inches)

Payment (Amount \$ _____)

- Paid - Check# _____
 Paid - Cash
 Paid - Credit Card
 Bill - (Credit-approved customers only)
 Trade Agreement

Inches Per Ad _____

(multiply columns wide by inches deep)

Cost Per Ad \$ _____

Color Per Ad \$ _____

Total Per Ad \$ _____

Number of Ads _____

Total Cost

\$ _____

Special Instructions

send proof

E-mail: _____

Fax: _____

Spot Color: _____

Other requests: _____

SLUG: _____

Account Executive _____ Date _____

I (Advertiser) hereby authorize placement of the advertisement listed above in The Breeze and/or its related publications. I have read and agree to the terms of this agreement on the reverse side of this form.

Tearsheet

Printed Client Name _____

Client Signature _____

Street Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Account # _____

Run Date(s)

August

1 2
3 4 5 6 7 8 9
10 11 12 13 14 15 16
17 18 19 20 21 22 23
24 25 26 27 28 29 30
31

September

1 2 3 4 5 6
7 8 9 10 11 12 13
14 15 16 17 18 19 20
21 22 23 24 25 26 27
28 29 30

October

1 2 3 4
5 6 7 8 9 10 11
12 13 14 15 16 17 18
19 20 21 22 23 24 25
26 27 28 29 30 31

November

1
2 3 4 5 6 7 8
9 10 11 12 13 14 15
16 17 18 19 20 21 22
23 24 25 26 27 28 29
30

December

1 2 3 4 5 6
7 8 9 10 11 12 13
14 15 16 17 18 19 20
21 22 23 24 25 26 27
28 29 30 31

Special Sections

Dining Guide - 9/4
 Apartment Guide - 9/22
 Family Weekend - 10/2
 Graduation/Holiday - 11/20
 Best of the 'Burg - 2/5
 Career Guide - 3/19
 Graduation Guide - 4/30

January

1 2 3
4 5 6 7 8 9 10
11 12 13 14 15 16 17
18 19 20 21 22 23 24
25 26 27 28 29 30 31

February

1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28

March

1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30 31

April

1 2 3 4
5 6 7 8 9 10 11
12 13 14 15 16 17 18
19 20 21 22 23 24 25
26 27 28 29 30

BASIC ADVERTISING CONTRACT

In consideration of:

- A. The placement of advertising in *The Breeze* (and/or its related publications)
 - B. The services rendered by *The Breeze* personnel in processing and incorporating advertising in appropriate issues of *The Breeze*; and
 - C. *The Breeze* publishing and distributing issues of the newspaper containing advertising copy:
- The advertiser named on the reverse side of this form hereby purchases and agrees to furnish advertising copy to *The Breeze* for the advertisements listed on the reverse. The Advertiser is entitled to the rate listed on the reverse. The Advertiser agrees to pay for such placement, services and distribution at that rate and according to the terms stated below.

TERMS AND CONDITIONS

ORDERS

Each account will be assigned an account executive. All ads must be placed with that account executive only. Any additions or changes to or deletions from ads must be placed in writing with the account executive assigned to the account. *The Breeze* shall not be liable for any additions, changes or deletions made after deadline.

ACCEPTANCE POLICY

All advertising is subject to acceptance by *The Breeze* that reserves the right to reject copy at its sole discretion any time prior to publication.

- Page position is not sold or guaranteed, but may be requested.
- *The Breeze* will not accept any advertisement that is libelous, promotes academic dishonesty, violates any federal, state or local laws or encourages discrimination against any individual or group.
- No advertising will be published upside-down, sideways, or in any other manner not representing good, traditional newspaper format.
- Copy resembling news stories will be boxed and marked, "Paid Advertisement."
- Advertising copy using a person's name, photograph or other likeness must be accompanied by a written consent form from the individual prior to publication.
- Any use of a JMU logo must be cleared with the JMU Foundation, which holds the rights to the logo.

COLUMN INCH DISCOUNT CONTRACTS

A column inch discount contract is available to all local clients and shall become effective only upon approval of *The Breeze*.

At any time during the term of a column inch discount contract, if the advertiser desires to increase advertising space above the contracted for, the advertiser shall have the option to sign a revised contract for an applicable lower rate. Such a revised contract will give the advertiser credit for the volume of advertising already run and the new rate shall be applicable for all subsequent advertising. The contract period and termination date will not change.

The Breeze adjusts its advertising rate effective August 15 each year. A column inch discount contract advertiser agrees that the rate stated on the discount contract is subject to such a change and is not guaranteed for the duration of the contract. Additionally, *The Breeze* reserves the right to revise its advertising rates, including discount rates and terms, at any time with 30 days notice. If such a rate adjustment is made at any time other than the change(s) effective Aug. 15, a column inch discount contract advertiser may elect to terminate the contract without penalty. To exercise this option, the advertiser must notify *The Breeze* in writing, prior to the effective date of the increase.

If advertising under a column inch discount contract is stopped by *The Breeze* for nonpay-

ment, the advertiser agrees to forfeit all discounts earned and pay for all advertising previously run under the frequency discount contract at the full open rate.

If advertising under the contract is not stopped by *The Breeze* during the contract period and if the advertiser fails to use all space contracted for, the advertiser agrees to pay the remainder of the **TOTAL** dollar amount of the contract.

LEGAL

The advertiser and/or advertising agency assumes full and complete responsibility and liability for the content (including text representations, illustrations, photographs and copyrights) of all advertisements printed pursuant to this agreement, and shall indemnify and save *The Breeze* harmless against any demands, claims or liability. The advertiser and/or advertising agency shall reimburse *The Breeze* for any amount paid by *The Breeze* in settlement of claims or in satisfaction of judgements obtained by reason of publication of such advertising copy together with all expenses in connection therewith, including, but not limited to, attorney's fees and cost of litigation.

REFUNDS AND CREDITS

If any error in an advertisement is made by *The Breeze*, its liability shall only be for such portion of the entire cost of the advertisement as the *The Breeze* shall determine by evaluating the extent of the error in relation to the entire advertisement. Liability shall not exceed the cost of the ad, and *The Breeze* shall not be held liable for more than one incorrect insertion of any advertisement.

The Breeze is not responsible for errors in advertising copy accepted after deadlines or when proof has been approved by the advertiser. *The Breeze* is not liable for printer error. *The Breeze* is not responsible for the print quality of camera ready ads that have not followed submission guidelines (see electronic ad submission).

The Breeze will not consider adjustment of payment for any advertisement involving typographical errors or erroneous insertion unless written notice is given to *The Breeze* within seven (7) days of publication of the ad in question.

Advertisers and agencies forwarding insertion orders that contain incorrect rates or conditions are hereby advised that the advertising called for will be inserted and charged in accordance with the rates and terms of this contract and *The Breeze's* Rate Card in effect at the time of publication. Failure to make an order correspond in price or terms will be regarded as a clerical error and the advertising will be inserted without further notification.

PAYMENTS/BILLING

A new advertiser, as determined by *The Breeze*, agrees to pay in advance for all advertising. Credit will be extended only at the option of the *The Breeze*. The advertiser must submit a completed credit application before the *The Breeze* will consider extending credit.

The Breeze reserves the right to request full or partial payment in advance or to cancel credit privileges at any time on any account.

Tearsheets are mailed on the day of publication if requested. Invoices are also sent on the day of publication if requested.

The advertiser agrees that all bills are due and payable in full within 30 days from the date of publication. Statements are mailed at the end of each calendar month for all outstanding advertising invoices.

A late payment penalty of 1.5 percent per month will be charged on invoices more than 30 days past due. Any account more than 90 days past due will be placed for collection. The advertiser agrees to pay a reasonable collection/attorney's fee on the balance due if it becomes necessary to place for collection any bill incurred under this contract.

If payment is not made in accordance with the above terms, *The Breeze* may refuse to insert further advertising and all bills immediately become due and payable.

CANCELLATION

Advertising cancelled after the deadline for space reservation is subject to a service charge to cover handling and/or design and production of the advertisement. The charge for cancellation is at least \$25 and up to 10 percent of the price of the advertisement. *The Breeze* reserves the right to add to the cost of an advertisement any applicable production charges that may not be shown on the original Insertion Order.

The Breeze also reserves the right to cancel issues due to natural disaster or other unusual occurrences.

COPYRIGHT

By placing an ad in *The Breeze*, advertisers are purchasing space and circulation only. All artwork, photography and typesetting produced by *The Breeze* become property of *The Breeze* and cannot be reproduced for publication without written permission from *The Breeze*.

MISCELLANEOUS

All terms, conditions and rates contained in *The Breeze* Rate Card in effect at the time of publication, copies of which may be obtained upon request, are incorporated herein by reference and made part of this contract.

This writing contains the entire agreement of the parties. No agreements, conditions or representations, verbal or otherwise, have been made to either party that are not contained in this contract.