



Care Providers of Minnesota

2009 Advertising Contract

Company Name: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Company Website: \_\_\_\_\_

Product(s)/Service(s) to be advertised: \_\_\_\_\_

Major competitor(s) we should be aware of: \_\_\_\_\_

Publications: Care Providers of Minnesota delivers the following print publications: Membership Directory; Convention Registration Brochure; Convention Program Book & Buyers Guide. The following electronic publication is also delivered: Action Newsletter.

Advertising Activities: (see applicable ad rate cards for additional information)

Publication: \_\_\_\_\_

Publication: \_\_\_\_\_

Size: \_\_\_\_\_

Size: \_\_\_\_\_

Rate: \_\_\_\_\_

Rate: \_\_\_\_\_

TOTAL DUE:

\$ \_\_\_\_\_

- Checkboxes for payment options: Please Bill Me, Check Enclosed, Please charge my credit card, Visa, Master Card, AMEX, Company Card, Personal Card.

Card #: \_\_\_\_\_ Exp Date: \_\_\_\_\_ Signature: \_\_\_\_\_

I hereby agree to the terms, conditions, and rates and sizes as stated in this Contract and the applicable advertising rate card, which is a part of this Contract, and hereby authorize the insertion of advertising in the Publication(s) designated above. I understand that this will become a binding Contract only after Care Providers of Minnesota indicates its acceptance by signing below:

ADVERTISER: \_\_\_\_\_ DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME/TITLE: \_\_\_\_\_

Care Providers of Minnesota

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME/TITLE: \_\_\_\_\_

Please sign and mail or fax to: Cyndi Spencer, Director of Marketing & Events, Care Providers of Minnesota 7851 Metro Parkway, Suite 200, Bloomington, MN 55425 952-851-2490 / Fax 952-854-6214

Care Providers of Minnesota will sign and mail a copy of the executed contract back to you.

Note: The terms and conditions on the following pages of this application and the applicable Advertising/Sponsorship Rate Cards are fully incorporated and are part of this application and will become part of our binding contract upon acceptance of this application by Care Providers of Minnesota. It is important that you read and understand them.

Care Providers of Minnesota reserves the right to refuse to sell advertising space to any advertiser for any reason to protect the interests of our membership.

For Office Use Only: Payment Date: \_\_\_\_\_ Check #: \_\_\_\_\_ Amount: \_\_\_\_\_

## Contract Terms and Conditions

This Advertising Contract (the "Contract") is made by and between Care Providers of Minnesota (hereinafter referred to as The Association) and The Advertiser (as listed on the front of this Contract) on the date this Contract was signed by The Association. The parties hereto agree to the following terms and conditions listed below and the advertising rates and sizes listed on the applicable rate card(s):

1. The Association shall sell and Advertiser shall purchase advertising space pursuant to the terms and conditions contained herein.
2. Advertiser shall purchase space in the publications, and editions if applicable, that the Advertiser has written on the front of this Contract.
3. Advertiser shall purchase space according to the rates and sizes specified on the rate card currently in effect for the relevant Publication(s).
4. The Association will only accept ad copy as specified in the rate card currently in effect for the relevant Publication(s).
5. All Contracts/copy/art must be submitted to The Association by the date(s) specified on the rate card currently in effect for the relevant Publication(s). The Association shall have the right to refuse to publish any ad not received by it prior to this time, and no refund shall be made to Advertiser. Advertiser must make full payment at this time. If payment in full is not received, this Contract will be cancelable, at the Association's option.
6. The Association shall have the right to place the ad anywhere in the Publication, unless preferred space is purchased, and to indicate on the ad itself that the ad is a "Paid Advertisement."
7. The Association shall have the sole right to cancel this Contract and refuse to print the ad of Advertiser, if The Association determines that the ad is in bad taste; in conflict with programs or services offered by The Association; in conflict with the general principles of The Association; not in the best interest of The Association's members; illegal, or in any way not suitable for publication. If The Association cancels this Contract for any of these reasons, The Association shall refund the amount paid by Advertiser. To the extent practicable, The Association shall give advance notice to Advertiser of said cancellation, however, The Association shall have the right to refuse to publish ad without prior notice to Advertiser.
8. Upon request, the Association will notify Advertiser of the name and the address of the printer and publication designer. Advertisers may contract individually with the publication designer for assistance in preparing their ads.
9. The Association shall not be responsible for any errors or omissions made by the printer in preparing, modifying or printing Advertiser's ad. If an error is made in the ad of Advertiser, The Association shall, upon prompt notice by Advertiser of the error, republish Advertiser's ad in another Association publication, free of charge to Advertiser. Where appropriate, The Association will publish a brief statement in Association's newsletter advising its readers of the corrected error. The Association shall in no way be responsible for any other damages claimed by Advertiser due to such error or omissions.
10. In consideration of The Association permitting Advertiser to advertise in the Publication(s), Advertiser, for himself, his heirs, legal representatives, successors, and assigns, does hereby release, acquit, and forever discharge and hold harmless The Association, its heirs, legal representatives and assigns, of and from all claims and demands of every kinds and character whatsoever accrued or that might hereafter accrue as a result of Advertiser's advertising in the Publication(s) and from any consequences resulting directly or indirectly therefrom.
11. This Contract, including any advertisement published in accordance with the terms of this Contract, does not constitute an endorsement by the Association of the Advertiser's products, goods or services. The Association does not warrant, guarantee, or otherwise represent the merchantability or fitness of any Advertiser's product or the capability or services of any Advertiser.
12. This Contract represents the entire agreement between The Association and Advertiser and may not be modified or terminated without the written consent for both parties.
13. This Contract shall be binding upon the parties, their successors and assigns.
14. This Agreement shall be construed according to the laws of the State of Minnesota.