



National Athletic Trainers' Association 2018 Web Space Advertising Contract

PLEASE PRINT OR TYPE INTO THE FORM AND EMAIL TO
Max Lalwani at max.lalwani@theygsgroup.com (717.430.2209)

NATA Website - Frequency, Rotation and Size				
Issue Date(s): (Check all appropriate boxes)				
<i>Mega Menu Spotlight</i> <small>Rotation : 15 Sec. Size : 180x150</small>	Three Month	Six Month	Nine Month	Full Year
<i>Wide Skyscraper</i> <small>Rotation : 15 Sec. Size: 160x600</small>	Three Month	Six Month	Nine Month	Full Year
<i>Leaderboard</i> <small>Rotation: 15 Sec. Size: 728x90</small>	Three Month	Six Month	Nine Month	Full Year

Cost per Insertion: (Please refer to rate sheet)						
<i>Mega Menu Spotlight</i>	\$	<i>Base Rate</i>	\$	<i>Discount</i>	\$	<i>Net Rate</i>
<i>Wide Skyscraper</i>	\$	<i>Base Rate</i>	\$	<i>Discount</i>	\$	<i>Net Rate</i>
<i>Leaderboard</i>	\$	<i>Base Rate</i>	\$	<i>Discount</i>	\$	<i>Net Rate</i>

Name of Advertising Company: _____

Contact Person: _____ Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Country: _____ Phone: (____) _____ Fax: (____) _____

E-mail: _____

Agency (if applicable): _____

I accept and understand that I am bound by the guidelines, deadlines and rates published in NATA rate cards and their associated specifications as well as by the terms and conditions stated on the front and back of this NATA Advertising Space Contract and Insertion Order.

Signature: _____

Date: _____

Printed Name: _____



ADVERTISING SPACE CONTRACT AND INSERTION ORDER STANDARD TERMS AND CONDITIONS

The National Athletic Trainers' Association ("NATA"), a nonprofit corporation and an organization exempt from federal income taxation under Section 501(c)(6) of the Internal Revenue Code of 1986, as the same may be amended or supplemented (the "Code"), with its principal place of business at 2952 Stemmons Fwy., Dallas Texas 75247 (hereafter referred to as "NATA"), reserves the right to approve all advertising copy and the right to reject any advertisement that is contracted for placement in/on its electronic and print communications. All Insertion Order & Advertising Agreements are subject to acceptance by the NATA, and upon such acceptance, without further notice to the customer, the Insertion Order & Advertising Agreement becomes valid and is governed by the laws of Texas.

Advertising Policy

The NATA will not be bound by conditions on other contracts or insertion orders that may be in conflict with the provisions of this contract. All advertisement instructions must be submitted on a Web Advertising and/or Print Advertising Space Contract and Insertion Order. The NATA reserves the right to amend or revise rates, terms and conditions of this agreement upon 60 days written notice. If said amendments are not acceptable to the advertiser, the advertiser may, by written notice to the NATA prior to the effective date of the amendments, cancel its advertising contract, upon payment of any outstanding invoices. If frequency discount is not earned because of cancellation, advertiser agrees to pay difference between frequency rate paid and frequency rate earned.

Ad Materials Responsibility

In the event the advertiser fails to supply ad materials by the closing date, the NATA reserves the right to repeat a previous advertisement. Advertisers who reserve space and fail to supply ad material are still liable for all costs regardless of what material is substituted in its place. Final ad materials will be stored for six months and destroyed thereafter, unless written request for the return of materials is provided upon ad submission.

Copy Acceptance

Advertising copy furnished by the advertiser shall be in a form acceptable to the NATA. NATA reserves the right to edit or reject any advertising it finds, in its sole discretion, to be inappropriate, misleading or objectionable. Advertising that resembles editorial shall be marked "Advertisement" at the top of the ad in not less than 10-point type.

Advertiser's Responsibility

All advertisements are accepted and published by the NATA upon the representation that the advertiser and/or agency is authorized to publish the entire contents and subject matter thereof. The advertiser agrees to indemnify and hold the NATA harmless from and against any loss resulting from claims or suits of defamation, libel, violation of privacy, plagiarism, copyright infringement or any other cause.

Advertising Design & Production

All ad material shall be submitted in accordance with the NATA's Advertising and Production Specifications as set forth on the NATA's current Rate Cards and Specifications. The NATA reserves the right to adjust the size of ads that do not conform to required dimensions, exclude advertisements from certain pages, and control position of all ads.

Billing

Prepayment is required for new clients. A signed contract and payment for the first insertion are due by the first closing date, along with the ad. Subsequent insertions will be billed upon publication. Invoices are net and payable upon receipt unless otherwise noted. Invoices rendered will be accepted as correct unless the NATA is notified in writing within 10 days of billing date. Payment will be made direct to NATA at the address on the front of this agreement. Accounts delinquent 30 days will be charged interest at the rate of 18 percent per annum. Should an advertiser and/or agency default or otherwise be late in payment of advertising invoices, the NATA has the right to omit the advertisement from the publication. The advertiser and/or agency will forfeit any and all payments previously made toward the purchase of said advertisement. In the event advertiser and/or agency default or are otherwise late in payment of bills,

advertiser and/or agency shall be totally liable for all fees and sums of collections, including but not limited to reasonable attorney's fees and court costs incurred by NATA in the collection of said bills. In such event, the NATA reserves the right to either terminate this Agreement or to enforce this agreement pursuant to the terms set forth. Venue for any judicial proceeding concerning enforcement or any provisions of this contract including any action of nonpayment shall be in Dallas County, Texas.

Cancellations

Cancellations must be in writing and are not considered accepted until confirmed by the NATA.

Errors and Omissions

In the event of an error or omission of advertising copy or an advertisement for any reason, it is the advertiser's responsibility to notify the NATA, in writing and within seven days after delivery of first-bound copies/tear sheets. NATA's liability will not exceed the return of revenue for the ad space. Any adjustments will be based on percentage of ad or message affected. NATA is not responsible for errors in key numbers, nor is NATA responsible for errors that the advertiser failed to identify on the approved advertising proof. In no event shall NATA be liable for incidental or consequential damages incurred by advertiser in the event of any error or omission by NATA.

Performance

NATA shall not be held responsible for damages for failure to print or circulate any issue, or for delays in printing said issue. The advertiser shall be entitled to a complete refund of monies paid if the NATA fails to print the issue covered by this Agreement. No discount of advertisers monies shall be paid for delays beyond the NATA's control, including delays caused by production and printing. Performance by the NATA shall be contingent upon availability of materials and labor, and no interruption by acts of God/nature, riots, warfare, government laws or regulations, vendor delays, and/or conditions beyond the NATA's control. In no event shall NATA be liable for incidental or consequential damages incurred by advertiser for failure to print/circulate or the delay in printing/circulating an issue.

Miscellaneous

The NATA may assign its rights, duties, and other obligations under this agreement to any corporation or other entity that becomes the NATA of the contracted publication. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the advertiser. In the event that the advertiser ceases to exist or operate then this Agreement will terminate as of said date, except that in the event the principal(s) of the advertiser thereafter continue to engage in the commerce in substantially the same form as before dissolution, this Agreement shall remain in effect and shall be binding upon the successor to the advertiser.

This Agreement shall terminate after the last insertion as set forth in this Agreement is published; provided however, that the NATA may terminate this Agreement at any time if it ceases to publish the contracted publication. This Agreement sets forth the entire agreement between the parties hereto and shall be construed under the laws of the state of Texas. Any waiver by the NATA of any breach of this Agreement by the advertiser, or any default in payment by the advertiser, shall not be construed as a waiver of any prior or subsequent breach or default of the same or any other provision of this Agreement.

Severability

In case any one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.