

# Texas Medicine Insertion Order Form 2018-19

Advertiser	Advertising Agency
<b>MUST BE COMPLETED</b> <input type="checkbox"/> Bill To	<input type="checkbox"/> Bill To
Company:	Company:
Contact:	Contact:
Address:	Address:
City: State: Zip:	City: State: Zip:
Phone: Fax:	Phone: Fax:
E-mail:	E-mail:
Twitter ID:	Twitter ID:

**How Did You Hear About Us?**

Current or previous TMA advertiser  
 First Time TMA advertiser  
 TexMed Exhibitor  
 Internet search  
 Postcard  
 TMA Marketing E-mail promotion  
 Personal e-mail or phone call from TMA Staff  
 Twitter  
 Other (please specify):

**Insertion Dates** Please select the months the ad is to be displayed.

*Deadline for space reservation is the **FIRST** day of the month preceding publication.*

**2018**    Jan    Feb    Mar    Apr    May    June    July    Aug    Sep    Oct    Nov    Dec  
**2019**    Jan    Feb    Mar    Apr    May    June    July    Aug    Sep    Oct    Nov    Dec

**Display Advertising**

Ad Size	Rates			
	1x	3x	6x	12x
<input type="checkbox"/> Full-page, Non-bleed    6.75" x 9"	\$2,852	\$2,357	\$2,093	\$1,919
<input type="checkbox"/> Full-page, Bleed        8.5" x 11.25"	2,852	2,357	2,093	1,919
<input type="checkbox"/> 2/3-page, Non-bleed    4.22" x 9"	1,801	1,492	1,324	1,211
<input type="checkbox"/> 1/2-page, Horizontal    6.75" x 4.3"	1,552	1,288	1,142	1,041
<input type="checkbox"/> 1/2-page, Vertical        4.22" x 6.7"	1,552	1,288	1,142	1,041
<input type="checkbox"/> 1/3-page, Horizontal    4.22" x 4.3"	1,176	974	839	754
<input type="checkbox"/> 1/3-page, Vertical        2" x 9"	1,176	974	839	754
<input type="checkbox"/> 1/6-page, Horizontal    4.22" x 2"	743	614	524	464
<input type="checkbox"/> 1/6-page, Vertical        2" x 4.3"	743	614	524	464
<input type="checkbox"/> Back Cover	n/a	n/a	4,444	3,944
<input type="checkbox"/> Inside Covers	n/a	n/a	4,039	3,550
Magazine Trim Size        8.25" x 10.875"				

Calculate Rate	
Rate	\$ _____
-Agency Discount	\$ _____
<b>= Net total per insertion</b>	\$ _____
x No. of insertions	_____
<b>= Contract Total</b>	\$ _____

**Art Materials**    *Art materials are due the **SIXTH** of the month preceding publication. Please submit a flattened hi-res pdf. File size: minimum 300 dpi. (e-mail art to [Abby.Renel@texmed.org](mailto:Abby.Renel@texmed.org))*

- I have read, understand, and initialed the Terms and Conditions printed on the second page of this contract.  
 If submitting electronically, checking this box serves as proof of signature.

Authorized Customer Signature     
 Date     
 TMA Representative     
 Date

**Return Via E-mail, or Fax to:** Belinda Bininger, [belinda.bininger@texmed.org](mailto:belinda.bininger@texmed.org), FAX (512) 370-1693

1. All advertisements shall be considered for publication by Texas Medical Association (Publisher) upon the representation that the agency and Advertiser are authorized to publish the entire contents and subject matter thereof. All advertisements must be clearly and prominently identified by trademark or signature of the Advertiser. The words "paid advertisement" shall be printed at the top of any advertisements that, in the opinion of the Publisher, may be confused with editorial pages. **The Publisher reserves the right to refuse any advertising.**
2. The Publisher is not responsible for errors contained within copy that the Advertiser or its agency supplies. The Advertiser and/or the Advertiser's agency are to supply copy and layout at such time as shall meet the preparation schedule of the Publisher. **If the Advertiser and/or the Advertiser's agency fails to provide advertising material by the deadline, the Publisher will, at its discretion, either publish the Advertiser's previous advertisement or publish nothing and bill the Advertiser and/or Advertiser's agency for the space.**
3. The Publisher shall not be liable for failure to publish or distribute all or any part of any issue because of labor disputes, accidents, fires, acts of God, or any other circumstances beyond the reasonable control of the Publisher. This agreement cannot be invalidated by the Advertiser and/or the Advertiser's agency for wrongful insertion omission by the Publisher. The Publisher agrees to credit the Advertiser or the Advertiser's agency for all such omissions and improper insertions. The Publisher's liability for any error will not exceed the cost of the space paid for.
4. In consideration of the Publisher's acceptance of any advertisements for publication, the Advertiser and/or the Advertiser's agency shall jointly and severally indemnify and save the Publisher harmless from and against any loss or expense, including, without limitation, reasonable attorney's fees resulting from claims or suits based upon the contents or subject matter of such advertisements, including, without limitation, claims or suits for libel, violation of right of privacy, plagiarism, and copyright infringement.
5. Payment is to be made upon receipt of invoice, unless credit is approved by the Publisher. **First-time Advertisers are required to send credit card payment with insertion order for the first insertion.** The Advertiser and the Advertiser's agency, if any, placing the advertisement with the Publisher shall be jointly and severally liable for payment under this contract. Bills or invoices may be sent at the Publisher's option to the Advertiser and/or the Advertiser's agency. In the event payment is not made when due, Publisher may terminate the contract. Should Publisher continue to publish the advertisement for the term of the contract, the Advertiser and/or the Advertiser's agency agree to pay late charges and interest as permitted by law, as well as the Publisher's expenses of collection and/or attorney's fees, said fee and collection costs not to exceed 25% of the amount due hereunder. Notice of any demand for collection or other legal notice to either the Advertiser or the Advertiser's agency shall serve as notice to the other.
6. A 15% commission of gross billings is allowed to all recognized agencies provided that they furnish requested material. "Recognized agency" refers to an individual or group of individuals who make the media selection, handle the order, coordinate and process the space placed with the Publisher, furnish and prepay transportation and charges on all printing materials submitted, and process prompt payment. Agency commission is forfeited on all accounts unpaid after sixty (60) days from the date of any invoice.
7. Bind-in inserts are billed at the earned full page rate. This is an insertion only rate, and does not include the printing of the ad/insertion.
8. The Publisher will not be bound by any conditions, printed or otherwise, appearing on order blanks or copy instructions when such conditions conflict with the terms and conditions set forth here. No waiver or modification to the foregoing shall be binding on the Publisher unless agreed to in writing.
9. The Advertiser and/or the Advertiser's agency will be presumed to have read the entire Rate Card and agree to all terms and conditions. Such agreement is indicated by the Advertiser and/or the Advertiser's agency signature on orders placing advertisements with Publisher. **This agreement becomes binding when the order is accepted and confirmed by the Publisher in writing; however, should ad copy be considered unacceptable by the Publisher, this contract will be terminated, unless acceptable copy is provided to the Publisher within the guidelines on page 1 of this contract.** This agreement together with the Advertising Contract / Insertion Order constitutes the Entire Agreement between the parties and supersedes all prior and contemporaneous agreements and understanding of the parties. This agreement shall be deemed to be entered into and performed in Travis County, Texas, and shall be construed in accordance with that state's laws without reference to its choice of law rules.

Please initial here \_ , and return both pages.