

# RETINA TIMES

An Official Publication of the American Society of Retina Specialists

## 2017 Insertion Order & Advertising Agreement

PLEASE PRINT OR TYPE; FAX TO SUSAN RAEF, 312.578.8763, OR SCAN AND EMAIL TO SUSAN.RAEF@ASRS.ORG.

Name of advertiser \_\_\_\_\_

Mailing address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ ZIP/Postal Code \_\_\_\_\_

Country \_\_\_\_\_ Ad contact \_\_\_\_\_

Office phone ( ) \_\_\_\_\_ Cell phone ( ) \_\_\_\_\_

Email \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Agency (if applicable) \_\_\_\_\_

Premium positions		Insertions	Issue	Closing date
<input type="checkbox"/> Cover tip (7-1/8" x 5-1/2" card)	<input type="checkbox"/> 1/4 page	<input type="checkbox"/> 1x	<input type="checkbox"/> Spring	January 20, 2017
<input type="checkbox"/> Bellyband (4" x 17-1/4")	<input type="checkbox"/> 1/2 page	<input type="checkbox"/> 2x	<input type="checkbox"/> Summer	March 31, 2017
<input type="checkbox"/> Inside front cover and facing page	<input type="checkbox"/> Full page	<input type="checkbox"/> 3x	<input type="checkbox"/> Fall	August 25, 2017
<input type="checkbox"/> Page facing masthead	<input type="checkbox"/> 2-page spread	<input type="checkbox"/> 4x	<input type="checkbox"/> Winter	October 20, 2017
<input type="checkbox"/> Page facing table of contents	<input type="checkbox"/> 2-page insert*	<i>Retina Times</i> will provide printing quotes for inserts on request. Prices shown in the 2017 rate card are based on the advertiser providing printed inserts. Rates for cover tips and bellybands are based on <i>Retina Times</i> providing the printing.		
<input type="checkbox"/> Inside back cover	<input type="checkbox"/> 4-page insert*			
<input type="checkbox"/> Outside back cover				
<input type="checkbox"/> Furnished outsert	<input type="checkbox"/> 2-page	<input type="checkbox"/> 4-page	<input type="checkbox"/> 8-page	

\*For inserts, please specify:  Advertiser to provide printed inserts OR  *Retina Times* to print inserts

Special position request \_\_\_\_\_

Creative services notes \_\_\_\_\_

Cost per issue \_\_\_\_\_

Advertisements should be provided in high-resolution PDF format as described in the *Retina Times* 2017 Rate Card and Specifications. I understand that I am bound by the guidelines, deadlines and rates published in the *Retina Times* 2017 Rate Card and Specifications, and by the terms and conditions stated in this Insertion Order and Advertising Agreement.

Signature \_\_\_\_\_

Name (printed) \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

# Retina Times 2017 Insertion Order and Advertising Agreement

## Standard Terms and Conditions

The American Society of Retina Specialists, with its headquarters at 20 N. Wacker Drive, Suite 2030, Chicago, IL 60606 (hereinafter called the Publisher), reserves the right to approve all advertising copy and the right to reject any advertisement proposed for placement in *Retina Times*.

All Insertion Order and Advertising Agreements are subject to acceptance by the Publisher, and upon such acceptance, without further notice to the client, the Insertion Order and Advertising Agreement becomes valid and is governed by the laws of Illinois.

### Advertising Policy

All advertisement instructions must be submitted on the *Retina Times* Insertion Order and Advertising Agreement. The publisher 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 Publisher 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 Publisher 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.

### Copy Acceptance

Advertising copy furnished by the advertiser shall be in high-resolution PDF format as set forth in the *Retina Times* 2017 Rate Card and Specifications. Publisher reserves the right to edit or reject any advertising it finds, in its sole discretion, to be inappropriate, misleading, or objectionable.

### Advertiser's Responsibility

All advertisements are accepted and published by the Publisher 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 Publisher 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 and Production

All ad material shall be submitted in accordance with the Publisher's Advertising and Production Specifications as set forth on the Publisher's current Rate Card and Specifications. The publisher 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.

Upon acceptance and approval of the ad materials and advertisement copy, Publisher agrees to publish the ad as set forth in the insertion order, including but not limited to any special position requests regarding ad proximity to competitor advertisements.

### 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 Publisher is notified in writing within 10 days of billing date. Payment will be made directly to Publisher at the address stated in this agreement.

Accounts delinquent for 30 days will be charged interest at the rate of 18% per annum or the highest rate allowed by applicable law. Should an advertiser and/or agency default or otherwise be late in payment of advertising invoices, the Publisher 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 limited to reasonable attorney's fees and court costs incurred by Publisher in the collection of said bills.

In such event, the Publisher 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 Cook County, Illinois.

### Cancellations

Cancellations must be in writing and must be received by the Publisher prior to the relevant ad space closing date stated in the *Retina Times* 2017 Rate Card and Specifications. A cancellation is not considered accepted until confirmed in writing by the Publisher. Any order canceled after the relevant ad closing date will incur the full insertion cost.

### 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 Publisher, in writing and within seven days after delivery of first-bound copies/tear sheets. Publisher'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.

Publisher is not responsible for errors in material terms or conditions of the ad. In no event shall Publisher be liable for incidental or consequential damages incurred by advertiser in the event of any error or omission by Publisher.

### Performance

Publisher 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 Publisher fails to print the issue covered by this Agreement. No discount of advertiser's monies shall be paid for delays beyond the Publisher's control, including delays caused by production and printing.

Publisher's performance under this Agreement is contingent upon availability of materials and labor, act of God, war, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the publisher's control, making it inadvisable, illegal, or impossible to perform under this Agreement. In no event shall Publisher be liable for incidental or consequential damages incurred by advertiser for failure to print/circulate or any delay in printing/circulating an issue.

### Miscellaneous

The Publisher may assign its rights, duties, and other obligations under this agreement to any corporation or other entity that becomes the publisher 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, 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 Publisher 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 Illinois. Any waiver by the Publisher 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.