

# KPCA DIRECTORY/GAZETTE ADVERTISING CONTRACT

New Advertiser    Previous Advertiser

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

Contact: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

email: \_\_\_\_\_

## 2010-2011 Kings Park Gazette:

Ad Type	Cost Per Issue	Size	Issue Date
<input type="checkbox"/> Full Page	\$110	8.5x11	<input type="checkbox"/> Nov/Dec 2010
<input type="checkbox"/> Half Page	\$70	5.5x8.5	<input type="checkbox"/> Jan/Feb 2011
<input type="checkbox"/> Quarter Page	\$45	4.25x5.5	<input type="checkbox"/> Mar/Apr 2011
<input type="checkbox"/> Eighth Page	\$30	2.75x2.25	<input type="checkbox"/> May/June 2011
			<input type="checkbox"/> July/Aug 2011
			<input type="checkbox"/> Sep/Oct 2011
			<input type="checkbox"/> Nov/Dec 2011
			<input type="checkbox"/> 1 year — 6 consecutive issues (Starting with the issue indicated above)

## 2011 Kings Park Directory:

Ad Type	Cost Per Issue	Size
<input type="checkbox"/> Full Page	\$275	5.5x8.5
<input type="checkbox"/> Half Page	\$175	5.5x4.25
<input type="checkbox"/> Quarter Page	\$85	2.75x2.25

**Total Amount Paid:**

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

### Artwork

Print-ready artwork will be provided by advertiser. Artwork should be emailed to [Susan.Metcalf@verizon.net](mailto:Susan.Metcalf@verizon.net).  
Artwork due by ad copy/payment date noted on the 2010-2011 Rates and Dates.

### Payment

Payment due by ad copy/payment date noted on the 2010-2011 Rates and Dates.  
Payments should be made payable to "KPCA" and mailed to KPCA Advertising, PO Box 1243, Springfield, VA 22151.

**Terms and conditions:** This contract is subject to all the terms and conditions listed. Advertiser acknowledges that he has received the Rates and Dates card and the Terms and Conditions sheet and understands the provisions stated therein. The KPCA reserves the right to revise, reject, or omit without notice any ad at any time.

Advertiser Signature \_\_\_\_\_ Date: \_\_\_\_\_

# TERMS AND CONDITIONS

The following are terms and conditions governing advertising published in the KINGS PARK DIRECTORY (the "Directory") and the KINGS PARK GAZETTE (the "Gazette"). Submission of material for placement of advertising in the Directory or the Gazette constitutes acceptance of the following terms and conditions.

## 1. Availability and Placement

The Kings Park Civic Association ("KPCA") tries to maintain a mix of editorial copy and advertising, usually on a 75% editorial/25% advertising basis. The KPCA places ads based on the date the Advertiser first started advertising in the Directory or the Gazette. All advertising is booked on a first-come, first-serve basis. There is no guarantee of space availability even if contract is received before the ad copy/payment date. The KPCA does not guarantee positioning of advertisements in the Directory or the Gazette. The KPCA will treat all position stipulations on ad orders as requests. Contracts specifying placement may be accepted but such restrictions are at the KPCA's sole discretion.

## 2. Payment

All advertising space must be paid for in advance of publication. Advertising not paid for in advance will not be run. The KPCA accepts checks.

## 3. Right to Reject or Cancel

The KPCA expressly reserves the right to reject or cancel for any reason at any time any ad order or advertisement without liability, even if previously acknowledged or accepted. No cancellations or changes in contracts reserving space will be accepted after the ad copy/payment closing date. The KPCA does not accept advertising for political parties, political action committees, or individual political candidates.

## 4. Labeling of Advertisements

The word "advertisement" will be placed above all advertisements that, in the KPCA's opinion, resembles editorial matter.

## 5. Errors or Omissions of Advertisements

The KPCA is not liable for any failure or delay in printing, publishing, or circulating any copies of the issue of the Directory or the Gazette in which advertising is placed that is caused by, or arising from, an act of God, accident, fire, strike, terrorism or other occurrence beyond the KPCA's control. The KPCA is not liable for any failure or delay in publishing in the Directory or the Gazette any advertisement submitted to it. The liability of the KPCA for any act, error, or omission for which it may be held legally responsible will not exceed the cost of the ad space affected by the error. In no event will the KPCA be liable for any indirect, consequential, special, or incidental damages, including, but not limited to, lost income or profits.

## 6. Advertiser Representations

Advertiser represents and warrants that each advertisement submitted by it for publication in the Directory or Gazette contains no copy, illustrations, photographs, text, or other content that may result in any claim against the KPCA. Advertiser will indemnify and hold harmless the KPCA from and against any damages and related expenses (including attorneys' fees) arising from the content of advertisements, including, but not limited to, claims of invasion of privacy, unauthorized use of names or pictures of living persons, trademark infringement, copyright infringement, libel, and misrepresentation.

## 7. No Assignment of Advertising

Advertiser may not use any advertising space either directly or indirectly for any business, organization, enterprise, product, or service other than that for which the advertising space is provided by the KPCA, nor may Advertiser authorize any others to use any advertising space.

## 8. Advertising Rates

The conditions of advertising in the Directory or the Gazette are subject to change without notice. The KPCA will announce ad rate changes thirty (30) days before the closing date of the issue in which the new rates take effect.

## 9. Endorsements

The KPCA's acceptance of an advertisement for publication in the Directory or the Gazette does not constitute an endorsement of the product or service advertised.

## 10. Choice of Law and Forum

All issues relating to advertising will be governed by the laws of the Commonwealth of Virginia applicable to contracts to be performed entirely therein. Any action brought by Advertiser against the KPCA relating to advertising must be brought in the state or federal courts in Virginia. The parties hereby consent to the jurisdiction of such courts in connection with actions relating to advertising.

## 11. Proof of Publication

The KPCA does not provide tearsheets.

## 12. Entire Agreement

The foregoing terms and conditions will govern the relationship between the KPCA and Advertiser. The KPCA has not made any representations to Advertiser that are not contained herein. Unless expressly agreed to in writing by the KPCA, no other terms or conditions in contracts, orders, copy, or otherwise will be binding on the KPCA. Failure by the KPCA to enforce any of these provisions will not be considered a waiver of such provision.

# KINGS PARK CIVIC ASSOCIATION 2010-2011 RATES AND DATES

## 2011 DIRECTORY

(Print run is approximately 650 copies)

Full Page	5.5x8.5	\$275
Half Page	5.5x4.25	\$175
Quarter Page	2.75x2.25	\$85

## PRODUCTION SCHEDULE

2011 Directory	
Member Dues Cutoff	4/30
Ad Copy/Payment Due	5/1
Production	5/1-22
To Printer	5/23
Back From Printer	5/31
In-Home Delivery	6/1-15

## 2010-2011 GAZETTE

(Print run is approximately 1,250 copies)

Full Page	8.5x11	\$110
Half Page	5.5x8.5	\$70
Quarter Page	4.25x5.5	\$45
Eighth Page	2.75x2.25	\$30

## PRODUCTION SCHEDULE

	Nov/Dec 2010	Jan/Feb 2011	Mar/Apr 2011	May/June 2011	July/Aug 2011	Sep/Oct 2011	Nov/Dec 2011
Articles Due	10/15	12/13	2/11	4/8	6/6	8/19	10/14
Ad Copy/Payment Due	10/15	12/13	2/11	4/8	6/6	8/19	10/14
Production	10/15-24	12/13-26	2/11-20	4/8-17	6/6-12	8/19-25	10/14-23
To Printer	10/25	12/27	2/21	4/18	6/13	8/26	10/24
Back From Printer	11/1	1/3	2/28	4/25	6/20	9/2	10/31
In-Home Delivery	11/2-7	1/4-9	3/1-6	4/26-5/1	6/21-26	9/6-11	11/1-6