

# **Advertising Insertion Order Form**

81 Ten Broeck Avenue, Kingston, NY 12401 Phone: 800-836-7581 • Fax: 845-331-1571

Company Name  Apt./Suite  Street Address  City, State, Zip					Contact Telephone Cell												
									Edition	Season	Start Date	End Date	Ad T	ype	New or Repeat	Rate and Qty.	Sub-Total Cost
									☐ GC/CC ☐ Saug.	☐ Spring ☐ Summer ☐ Fall ☐ Winter			☐ Cube/s: ☐ Front Cover ☐ Back Cover ☐ Insert		□ New □ Repeat		
									☐ GC/CC ☐ Saug.	☐ Spring ☐ Summer ☐ Fall ☐ Winter			☐ Cube/s: ☐ Front Cover ☐ Back Cover ☐ Insert		□ New □ Repeat		
									□ COOP Ad Brand:						Di	Sub-Total iscount if Applicable	
							TOTAL OWED										
						[	Deposit (13 Wk Min)										
							Balance Owed										
Print R		PDF files pre		TIFF and JPG fi com via the "Fil				00dpi or higher.									
acknowl	edge that I	have read an	d understand	d this agreeme	nt, and I acce	ept and agree	to all of its Terms	and Conditions.									
Signature					Print N		Date										

## **Advertising Terms and Conditions**

The following are certain terms and conditions governing advertising published in Your Shopper's Guide. Submission of insertion order for placement of advertising in Your Shopper's Guide constitutes acceptance of the following terms and conditions.

- As used in this section titled "Terms and Conditions," the term "publisher" shall refer to Tri-State Associated Services, Inc.
- All insertion orders are accepted subject to provision of our current rate card. Rates are subject to change upon written notice from the publisher. Should a change in rates be made, space reserved may be cancelled by the advertiser or its agency at the time the change becomes effective without incurring shortrate charges, provided the advertisements published to the date of cancellation are consistent with the appropriate frequency rate or volume rate. Cancellation of space reservations for any other reason in whole or part by the advertiser will result in an adjustment of the rate (short-rate) based on past and subsequent insertions to reflect actual space used at the earned frequency rate or volume rate.
- Advertisements are accepted upon the representation that advertiser and its agency have the right to publish the contents thereof. In consideration of such publication, advertiser and its agency agree to indemnify and hold publisher harmless against any expense or loss by reason of any claims arising out of publication.
- All contents of advertisements are subject to publisher's approval. Publisher reserves the right to reject or cancel any
  advertising copy which at its discretion is deemed objectionable, misleading, not in the best interests of the reader,
  or contrary to Federal and State regulations, whether or not the ad had previously been accepted and/ or published.
  Publisher further reserves the right to reject or cancel any advertisement, insertion order, space reservation, or position
  commitment at any time without giving cause. Publisher reserves the right to insert the word "advertisement" above or
  below any copy.
- Advertising space reservations are accepted in good faith by verbal or written notification. The absence of written notification following a verbal space reservation does not invalidate that space commitment.
- Positioning of advertisements is at the discretion of the publisher except where a request for a specific preferred position is acknowledged by publisher in writing.
- Publisher is not liable for delays in delivery and/or nondelivery in the event of Act of God, action by any governmental
  or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor
  or material shortage, transportation interruption of any kind, work slow down, or any condition beyond control of
  publisher affecting production or delivery in any manner.
- Publisher shall have the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to the publisher for advertising which advertiser or its agency ordered and which advertising was published.
- Publisher shall not be liable for any costs or damages if for any reason it fails to publish an advertisement. The publisher's liability for any error will not exceed the cost of the space occupied by the error.
- Publisher is not responsible for mistakes in production of ad copy not submitted in writing.
- Publisher shall have no liability for errors in key numbers, or advertiser's index.
- Conditions other than rates are subject to change by publisher without notice.
- No conditions other than those set forth here shall be binding on the publisher unless specifically agreed to in writing by the publisher. Publisher will not be bound by conditions printed or appearing on insertion orders or copy instructions which conflict with provisions hereto set forth.
- Cancellations must be received by the reservation closing date or advertiser will be held responsible for payment of space reserved.

#### **Notice**

Cube Ads are printed and distributed seasonally every three months. Each print run contains 13 week ad placements (Spring, Summer, Winter, Fall), therefore the artwork for all Cube ads is fixed for a given season or a minimum of 13 weeks. It is suggested that the ad placed contains content that accurately carries through for the entire season and does not contain offers that have termination dates ending prior to the 13th week of that season's publication print run.

#### **Payment Terms**

Advertisers shall prepay all advertising at time of insertion order, prior to the publication date. Cube Ads must be paid in full for a minimum of 13 weeks prior to the publication print date. Ads that have not been paid in full risk being removed from that season's print run. A 2% discount will be applied to prepayment of 26 week or 52 week ad placements when paid by check. Cover Ads must be paid in full at the time the insertion order has been placed.

### **Credit Terms & Late Payments**

Advertisers approved with credit accounts: Invoices must be paid within 30 days, after which the balance shall accrue at 1.5% interest per month.