

**NNELL**  
**Learning Languages**  
 Advertising Contract  
 Phone: 425-427-1285  
 Fax: 866-203-7448

**Contract Date:**

<b>Advertiser/Company:</b>		<b>Billing Contact:</b>	
Phone:	Fax:	Phone:	Fax:
E-mail:		E-mail:	
<b>Production Contact:</b>		Company:	
Phone:	Fax:	E-mail:	

Fall 2006

Spring 2007

<b>Ad Reservation</b>		
<input type="checkbox"/> Full Page	<input type="checkbox"/> Inside Back Cover	<input type="checkbox"/> Outside Back Cover
<input type="checkbox"/> Half Page Vertical	<input type="checkbox"/> Half Page Horizontal	
<input type="checkbox"/> Quarter Page	<input type="checkbox"/> Sixth Page	

**Issue**

Fall 2007  
 Spring 2008

**Reservation by**

August 30, 2007  
 February 25, 2008

**Artwork by**

September 15, 2007  
 March 1, 2008

**Mailed by**

November 1, 2007  
 May 1, 2008

Please send artwork, contract and payment made out to NNELL to:  
**Paris Granville, 2428 35<sup>th</sup> Ave NE, Issaquah, WA 98029 [paris@languageshaping.com](mailto:paris@languageshaping.com)**

**I have read the advertising contract, and agree to the terms and conditions set forth on the back of this form and on the rate card**

**Signature:**

**Date:**

**Name:**

# Contract Conditions

1. **TERMS:** All advertising orders are accepted subject to the terms and provisions of the current rate card. The execution of an order is construed as acceptance by parties of all rates and conditions under which advertising is sold at the time, be it on NNELLS paperwork or Advertiser/Agency paperwork.
2. **STATED POLICIES:** No conditions, printed or otherwise, appearing on the space or insertion order, billing instruction or copy instructions, which may conflict with the Publisher's stated policies, will be binding by the Publisher.
3. **RELEASE:** All advertisements are accepted and published by the Publisher on the representation that the Advertiser and/or advertising agency are properly authorized to use the entire contents and subject matter thereof. When advertisements containing the names, pictures and/or testimonials of living persons are submitted for publication, the order or request for the publication thereof shall be deemed to be a representation by the Advertiser and/or advertising agency that they have obtained the written consent of the use in the advertisement of the name, picture and/or testimonial of any living person which is contained herein. It is understood that the Advertiser and advertising agency will indemnify and hold the Publisher, corporate officers, employees and contractors, harmless from and against any loss, expense or other liability resulting from any claims or suits for libel, violation of rights of privacy, plagiarism, copyright infringement and any other claims or suits that may arise out of the publication of such advertisement. All copy, text and illustrations are subject to the Publisher's approval before execution of the order; and the right is reserved by Publisher to reject or exclude copy in its discretion, whether or not the same has already been accepted and/or published. In the event of such cancellation or rejection by the Publisher, the advertising already run shall be paid for or billed at the rate provided for in the order.
4. **RATE CARD:** The parties are in agreement that the rate card in effect at the signing of the contract is considered to be an integral part of the advertising contract, including its terms, specifications, and deadlines for materials to be received by the Publisher.
5. **"ADVERTORIAL":** The Publisher will place the words "Paid Advertisement" within or adjacent to all advertisements which in the Publisher's opinion resemble editorial matter, location at the discretion of the publisher.
6. **TEAR SHEETS:** Tear sheets will be provided only upon written request from the Advertiser. Failure to furnish tear sheets is not a breach of contract by Publisher.
7. **COLOR:** Exact color match cannot be guaranteed by the Publisher.
8. **COMMISSIONS:** There is no agency commission.
9. **TERMS:** Payment due before the space will be allotted in the journal.
10. **RESPONSIBLE PARTIES:** Publisher reserves the right to hold the Agency and/or Advertiser jointly and severally responsible for monies due and payable, to publisher. The Agency agrees that it is acting for its disclosed principal, the Client, and as such binds itself and the Client to the terms and conditions of this contract. Agency shall be liable for payment of sums due hereunder. Publisher may look to either Agency or Advertiser for payment. Payment by Advertiser to Agency does not alleviate obligation of Advertiser to Publisher for payment in full.
11. **GUARANTEE OF PAYMENT:** The Signee guarantees that he or she is authorized to purchase and personally guarantees full payment of the contract. The cost and size of each ad will be in strict accordance with the contract.
12. **CONTRACT AMENDMENTS:** Verbal agreements or instructions are not recognizable amendments to the contract.
13. **LITIGATION:** If Advertiser does not pay within terms, Advertiser agrees to pay all costs incurred in collection, including, but not limited to, all collection agency fees, all responsible attorney's fees and expenses, plus all court costs in the event legal proceedings are instituted to collect any amounts owed and/or to ensure specific performance of this contract. The undersigned agrees that venue for any legal proceeding to collect on this account shall be brought in Washington State regardless of where this advertising contract was actually signed by advertiser.
14. **CANCELLATION:** Cancellation of reservations will not be accepted after reservation closing dates shown on this contract. Cancellations before closing dates must be made in writing by mail to Paris Granville at 2428 35<sup>th</sup> Ave NE, Issaquah, WA 98029 or by phone at 1-425-427-1285.
15. **ADVERTISING COPY:** Submission of advertising copy is the sole responsibility of the Advertiser. If Advertiser does not supply new ad copy by the published advertising space deadline(s), it is agreed that Publisher will print Advertiser's previously run advertising art on file. If no previous advertising art is available to Publisher, no ad will be run and the Advertiser will be liable for the full cost of the contracted space not used and the space will be allocated at the discretion of the Publisher.
16. **ERRORS/OMISSIONS:** The Publisher is not responsible for errors in advertisements. Failure to make the insertion order correspond in price or otherwise with the rate schedule is regarded only as a clerical error and publication is made and charged for upon the terms of the schedule in force without further notice.
17. **DELIVERY:** Payment is considered made and instructions/art delivered on the date actually received by the Publisher or printer, without regard to the postmarked date.
18. **DELAYS:** Publisher is not liable for delays in delivery and/or non-delivery in the event of an act of God, action by any government or quasi-government entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, gross printer error, or any condition beyond the control of Publisher affecting production or delivery in any manner.
19. **ADDITIONAL CHARGES:** All production costs incurred, including alterations or necessary repairs to printing material, will be billed over and above space charges.
20. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Contract, under no circumstances shall the liability of Publisher to Advertiser under any legal theory or claim exceed the amount paid by Advertiser for the advertisement that is the subject of this Contract
21. **HEADINGS:** The captions, numbers and headings appearing herein are inserted only as a matter of convenience and do not limit or expand the context of their respective paragraphs.