

# INGRAM'S 2023 PRINT AD AGREEMENT

2049 Wyandotte ■ Kansas City, Missouri 64108  
 Phone: 816.842.9994 ■ Fax: 816.474.1111 ■ Ingrams.com ■ Advertising@Ingrams.com

## CONTACT INFORMATION

Business/Organization: _____	General Phone: _____	General Fax: _____	Website: _____
Address: _____	City: _____	State: _____	Zip: _____
Ads Authorized by: _____	Direct Phone: _____	Direct Fax: _____	Email: _____
Assistant/Other: _____	Direct Phone: _____	Direct Fax: _____	Email: _____
Ad Agency: _____	General Phone: _____	General Fax: _____	Website: _____
Media Buyer: _____	Email: _____	Sr. Acc Rep: _____	Email: _____

Frequency  4x  8x  12x  16x      Rate Per Insert: \_\_\_\_\_      Total: \_\_\_\_\_  
**Programs** (Advertising in *Ingram's* is subject to the terms and conditions set forth in *Ingram's* Advertising Agreement and Rate Card #27)

✓	Monthly & Special Editions	Material Closing Date	Ad Size / Shape / Color	Rate
	January 2023	Friday, January 6		
	<i>The Power Book (2023 Edition)</i> January 2023	Friday, January 6		
	February 2023	Thursday, February 2		
	March 2023	Thursday, March 9		
	<i>Destination Kansas (2023 Edition)</i> March 2023	Thursday, March 9		
	April 2023	Thursday, April 6		
	May 2023	Thursday, May 4		
	June 2023	Thursday, June 1		
	July 2023	Thursday, July 6		
	August 2023	Thursday, August 10		
	<i>Destination Missouri (2023 Edition)</i> August 2023	Thursday, August 10		
	September 2023	Thursday, September 7		
	October 2023	Thursday, October 5		
	November 2023	Thursday, November 9		
	<i>The Power Book (2024 Edition)</i> November 2023	Thursday, November 9		
	December 2023	Friday, December 1		

All advertising invoices and/or statements shall be due and payable immediately, and if not paid in full within 30 days of the invoice date, shall bear an interest penalty charge at the rate of 1-3/4% per month or 21% APR for such overdue amounts from the invoice date until paid in full. A 2% discount is given for cash paid with orders. An agency commission of 15% of the gross advertising amount is allowed to responsive agencies that provide camera-ready artwork and materials, providing the account is paid in full within 30-days of invoice date. Miscellaneous charges such as advertising production, courier charges, insert handling, reprints and mechanical charges are not commissionable. There will be no commission for any ad that must be corrected and/or revised by Publisher. If this contract is not fulfilled for any reason, the Company will be short-rated, (unless otherwise noted below and/or on the opposite side), and charged the appropriate applicable earned rate, which means that the rate on past and subsequent insertions will be readjusted to conform with the actual space and frequency used when it is less than the space and frequency originally contracted for by the Company. Note: Frequency advertising programs that include a value-added bonus ad insertion are non-cancelable. Short rate applies to other canceled advertising programs.

Acceptance of Advertising Program		Special Instructions:
By: _____	Date: _____	
Advertising Company: _____		
Accepted By: _____	(Ingram's) Date: _____	

## ADVERTISING TERMS & CONDITIONS

All advertising invoices and/or statements shall be due and payable immediately, and if not paid in full within 30 days of the invoice date, shall bear an interest penalty charge at the rate of 1-3/4% per month or 21% APR for such overdue amounts from the invoice date until paid in full. A 2% discount is given for cash paid with orders. An agency commission of 15% of the gross advertising amount is allowed to responsive agencies that provide camera-ready artwork and materials, providing the account is paid in full within 30-days of invoice date. Miscellaneous charges such as advertising production, courier charges, insert handling, reprints and mechanical charges are not commissionable. There will be no commission for any ad that must be corrected and/or revised by Publisher.

The Company acknowledges that any cancellations or changes in the written specifications and/or schedule must be in writing and must arrive at Publisher's office before the Ad-Space Deadline prior to the issue date in which the next insertion is scheduled. In the event an ad of Company is not received by the Ad-Space Deadline, the Advertiser shall nevertheless be billed for, and agrees to pay for, this scheduled ad-insertion according to this Advertising Agreement, and Publisher may at its option repeat a prior company advertisement. Ads canceled after the Ad-Space Deadline will be billed at 100% and Company agrees to pay the same in accordance to the terms and conditions of the Advertising Agreement.

If this contract is not fulfilled for any reason, the Company will be short-rated, (unless otherwise noted below and/or on the opposite side), and charged the appropriate applicable earned rate, which means that the rate on past and subsequent insertions will be readjusted to conform with the actual space and frequency used when it is less than the space and frequency originally contracted for by the Company. Note: Frequency advertising programs that include a value-added bonus ad insertion are non-cancelable. Short rate applies to other canceled advertising programs.

The Publisher reserves the right to refuse any ad it considers objectionable or that violates its standards of ethics or for any reason. Advertisers and agencies assume all liability for contents of published advertisements including text, illustration, and all cost of defense.

The Publisher's liability for errors shall be limited to a refund of that portion of the cost of the ad equal to the same ratio as the space occupied by the error bears to the entire ad. If Publisher omits any agreed-upon ad for any reason, it will publish the same ad in the next month's issue and shall have no further liability for such omission.

Publisher reserves the right to hold Advertiser and/or its Agency jointly and severally liable for such monies as are due and payable.

Upon (a) default by the Company in the payment of such bills, (b) any breach of the terms or conditions of this contract by the Company, or (c) conditions under which the Publisher shall determine that the credit of the Company be substantially impaired, Publisher may cancel and terminate this Contract upon such terms as it may see fit. Company agrees to pay all costs of collection, including court costs and reasonable attorney fees, whether or not a suit is filed.

This contract is not assignable by Advertiser without the written consent of the Publisher.

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### **Important General Information:** (as noted on Rate Card #27, Released 11-16-2021)

All advertisements are published for the benefit of the applicable Agency and the Advertiser and each are jointly and severally liable for all charges. Publisher shall not be liable for failure to publish or distribute all or any part of the publication because of labor disputes, accident, fire, Acts of God, or any other circumstances beyond the Publisher's control. Further, Publisher shall not be liable for damages if for any reason he fails to publish an advertisement. Upon this situation Publisher agrees to fulfill insertion in the next issue; this dependent upon client's financial fulfillment.

All advertisements are accepted and published upon the representation that the Agency and/or Advertiser is authorized to publish the entire contents and subject matter thereof. In consideration of Publisher's acceptance of such advertisements for publication, Agency and/or Advertiser will indemnify and save Publisher harmless from and against any loss or expense arising out of publication of such advertisements, including without limitation to reasonable attorney's fees resulting from claims or suits based upon the contents or subject matter of such advertisements, claims or suits for libel, violation of privacy, plagiarism and copyright infringements.

No conditions, oral or printed in the contract, order, copy instructions or elsewhere, which conflict with Publisher's policies as set forth in this Advertising Agreement and/or Rate Card #27, will be binding on the Publisher.

Jurisdiction and venue for any litigation ensuing from advertising placed in the publication shall properly lie in Jackson County, Missouri, with Advertiser bearing the cost of reasonable attorney's fees in the event of unpaid invoice collection.