

Information & Instructions: Advertising Purchasing Agreement

PREVIEW

1. This business agreement is used to obtain and pay for advertising expenses.

Form: Advertising Purchasing Agreement

ADVERTISING PURCHASING AGREEMENT

This agreement is made at [City of Agreement], Texas on the _____ by and between [Publisher Name] ("Publisher") and [Advertiser] ("Advertiser").

For and in consideration of the mutual covenants and promises set forth below, the parties hereto agree as follows.

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1. Publisher will assist in preparing copy, laying out form, and printing, addressing, labeling, and mailing it for the total sum of \$_____ payable as follows: \$_____ down and \$_____ due upon completion of the advertising proof.
2. A \$_____ late charge will be added after _____ days prior to _____, the printing date.
3. Upon approval of the advertising proof Publisher will run this advertisement in _____ issue(s) of the monthly magazine titled [Publication Name] for the following area(s): [Geographical Area for Distribution].
4. State and local sales taxes, if applicable, will be added to the total amount of the advertising.
5. Advertiser shall, within five days of receipt of the proof, address any changes or comments.
6. Thereafter, Publisher may assume that the proof is acceptable and may print the advertisement pursuant to the submitted proof.
7. Publisher will not be liable for any loss, damage, destruction, claims, contests, suits for libel, slander, defamation of character, false advertising, or consumer complaints that may occur as a result of the advertising, since all parties acknowledge and agree that Publisher is merely advertising information submitted to it by Advertiser. Accordingly, Publisher shall not be liable for any direct or consequential damages or losses as a result of the advertising.
9. The parties acknowledge that Publisher cannot guarantee any specified results, increase in sales, or other benefits as a result of the advertising; Publisher agrees only to prepare the advertising material and place the same at receptacles with the United States Post Office for direct mailing.
10. If Advertiser desires to change its advertising format, setting, design or other, Advertiser will pay Publisher a reasonable charge in the amount of \$_____ for such changes.

THIS DOCUMENT

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11. Advertiser acknowledges that Publisher cannot guarantee any particular space, position or location in the advertising material.

PREVIEW

12. Advertiser acknowledges that Publisher will endeavor to use the type sizes, faces and photographs represented in the proof. However, Publisher cannot guarantee that the final advertising product will be identical with the proof.

13. Publisher reserves the right to reset the type and photo compositions, and adjust the type size and format, to meet space and other requirements of the advertising material.

[Representative] signing this agreement as Advertiser warrants being personally an agent of the [Advertiser] and/or has authority to request this advertising and agrees to pay for such advertising and individually guarantees the same by affixing signature to this agreement. [Representative] acknowledges that having received a duplicate copy of this agreement, has read the terms and conditions and understands them, and has entered into this agreement voluntarily in an individual capacity and on behalf of Advertiser stated above.

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14. Advertiser will assume full responsibility for protection and copyright in its advertising material and agrees that Publisher may permit others to copy or reproduce pages of this advertising.

15. Advertiser warrants that it owns and is entitled to use any and all trademarks, service marks, and trade names listed in the advertising applicable to this agreement and agrees to defend and indemnify Publisher from any and all claims, losses, or judgments arising from or claimed to have arisen from the use of such trademarks, service marks and trade names, together with expenses, attorney fees, and court costs and any other actual damages or expenses incurred by Publisher.

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16. Advertiser warrants that it is authorized to engage in the business or profession for services described in the advertising material. Advertiser agrees to defend, indemnify and hold harmless Publisher from any and all damages arising from any advertising that does not meet the requirements of state, local or federal laws, including but not limited to laws prohibiting the dissemination of false, fraudulent, or deceptive misleading advertising or that otherwise fails to comply with any other industry standards.

17. Advertiser will supply designs for its own art work and/or advertising material.

18. **PAYMENT TERMS.** Payment shall only be made payable to Publisher. Checks shall be drawn to [Publisher Name]. Salespersons are not authorized to accept services, cash, or merchandise in trade. All orders are subject to approval by Publisher's home office.

THANK YOU

a. Any cash, checks, or trades that are payable to the sales staff will not discharge Advertiser's liability to Publisher for payment of the amounts owed hereunder.

19. It is further understood and agreed that Publisher's agents and/or salespersons do not have authority, implied or otherwise, to enter into any commitments or agreements differing from the terms stated in this agreement.

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a. If checks or money orders submitted to Publisher by Advertiser are insufficient or drawn on a closed account or payment is stopped, Publisher may cancel the advertising agreement and seek any and all legal and equitable relief to which Publisher is entitled, including moneys owed to Publisher for the advertising. Advertiser agrees that it will be liable to Publisher for any and all costs of litigation, including but not limited to court costs, attorney fees, and actual damages suffered by Publisher as a result of Advertiser's breach of this agreement.

20. **ABSENCE OF WARRANTY.** Publisher neither warrants nor represents that the advertising ordered in this agreement will be without errors or omissions.

a. Advertiser agrees that Publisher's liability in money damage for errors in advertising shall be related to the degree of error, if any, made in context to the total ad but in no event shall exceed an amount equal to the charge of the items of advertising omitted and which error occurs in the advertising.

b. Publisher is not liable for non-performance resulting from any and all unavailability of the following: materials, publications and printing deadlines, or acts due to labor, God, riots, warfare, governmental laws, regulations, and any other condition beyond Publisher's control.

c. The parties agree that Publisher is not liable for damages, express, implied, consequential, direct, or contingent, on account of any errors or omissions for any added, deleted or modified copy or for any other reason.

d. The sole amount of damages or remedies that may be assessed against Publisher for breach of this agreement shall be a pro rata refund of amounts paid for advertising by Advertiser. If any provision of this agreement is invalid or unenforceable, the validity of this agreement as a whole shall not be affected and the other provisions and applications of this agreement shall remain in full force and effect.

21. This agreement is subject to the acceptance of Publisher at its home office address. Upon such acceptance and without further notice to Advertiser, this agreement becomes a valid contract with all obligations and terms of performance due in [Agreement City], [Agreement County] County, Texas. This agreement shall be governed by the laws of the State of Texas.

22. Owing to the nature of the custom and printed advertising, Advertiser is not entitled to cancel the advertising and thereby receive a refund for unused advertising. Publisher's performance shall be due upon the preparation of a proof for the advertising material.

23. Publisher is not bound by any agreement, term or understanding not expressly stated in this agreement. Any and all verbal agreements shall be without any force and effect whatsoever. The neuter reference to Advertiser in this agreement includes the feminine and masculine genders as well, if required.

24. If too few advertisers subscribe the periodical described above, Publisher may cancel this agreement and refund Advertiser's moneys and this agreement shall be null and void.

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The effective date of this agreement is

PREVIEW

ADVERTISER

PUBLISHER

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