

Texas Healthcare Trustees Advertising Contract/Insertion Order – Terms and Conditions

1. All advertisements shall be considered for publication by the Texas Healthcare Trustees (Publisher) upon the representation that the Advertiser or Agency is authorized to publish the entire contents and subject matter thereof. All advertisements shall be clearly and prominently identified by trademark or signature of the Advertiser. The words "paid advertisement" shall be printed at the top of any advertisements that, in the opinion of the Publisher, may be confused with editorial pages. Acceptance of advertisement for publication does not imply endorsement by the Publisher, its publications or the Texas Hospital Association in any way, except when indicated by the Publisher. The Publisher reserves the right to refuse any advertising. If an advertisement must be altered or modified for any reason, Publisher may bill Advertiser or Agency for graphic design services at a rate not to exceed sixty dollars (\$60) per hour. Advertisements will not be altered or modified without prior approval of Advertiser or Agency.
2. The Publisher is not responsible for errors contained within copy that the Advertiser or its Agency supplies. The Advertiser or Agency shall supply copy and artwork at such time as shall meet the preparation schedule of the Publisher. If the Advertiser or Agency fails to provide advertising material by the deadline, the Publisher will, at its discretion, either publish the Advertiser's previous advertisement or publish nothing and bill the Advertiser or Agency for the space. Advertisement materials will be destroyed by the Publisher one year after the last insertion if disposition instructions are not furnished by the Advertiser or Agency.
3. The Publisher shall not be liable for failure to publish or distribute all or any part of any issue because of labor disputes, accidents, fires, acts of God or any other circumstances beyond the reasonable control of the Publisher. This agreement cannot be invalidated by the Advertiser or Agency for wrongful insertion or omission by the Publisher. The Publisher agrees to credit the Advertiser or Agency for all such omissions and improper insertions. The Publisher's liability for any and all errors will not exceed the cost of the space paid for by the Advertiser or Agency.
4. In consideration of the Publisher's acceptance of any advertisements for publication, the Advertiser or Agency shall jointly and severally indemnify and save the Publisher harmless from and against any loss or expense, including, without limitation, reasonable attorney's fees resulting from claims or suits based upon the contents or subject matter of such advertisements, including, without limitation, claims or suits for libel, violation of right of privacy, plagiarism and copyright infringement. Payment, based upon the current rate card in effect, shall be made within thirty (30) days of invoice date. First-time advertisers or agencies are required to send payment with artwork for the first insertion. The Advertiser or Agency placing the advertisement with the Publisher shall be jointly and severally liable for payment under this contract.
5. The Advertiser or Agency shall designate a party to receive Publisher's invoice. In the event payment is not made when due, Publisher may terminate the contract. If Advertiser or Agency contracts for a multiple insertion, but does not fulfill the entire contract, Publisher reserves the right to invoice the Advertiser or Agency at the single-insertion rate for any advertisements published. Should Publisher continue to publish the advertisement for the term of the contract, the Advertiser or Agency agrees to pay late charges and interest as permitted by law, as well as the Publisher's expenses of collection and/or attorney's fees; said fee and collection costs not to exceed twenty-five (25) percent of the amount due hereunder. If an Agency fails to respond to a notice for payment, the Advertiser shall be responsible for the invoice and any associated collection costs. Returned checks will incur a twenty-five dollar (\$25) fee. Production charges for changes to the advertisement made by the Publisher at the request of the Advertiser or Agency will be billed at the rate of sixty dollars (\$60) per hour, with a minimum charge of thirty dollars (\$30). Account must be current on payments for advertisements to appear in subsequent issues.
6. A fifteen (15) percent discount on space and color is allowed to all recognized agencies provided that they furnish artwork as requested. Production charges or reprint charges are not commissionable. "Recognized agency" refers to an individual or group of individuals who make the media selection, handle the order, coordinate and process the space placed with the Publisher, furnish and prepay transportation and charges on all printing materials submitted, and process prompt payment. Agency discount is forfeited on all accounts unpaid after thirty (30) days from the date of any invoice. Bind-in inserts are available upon request. Please contact Publisher for quote.
7. Adequate notice will be given of any rate changes. The Advertiser or Agency is protected at contracted rates for the duration of current contract.
8. The Publisher will not be bound by any conditions, printed or otherwise, appearing on order blanks or copy instructions when such conditions conflict with the terms and conditions set forth here. No waiver or modification to the foregoing shall be binding on the Publisher unless agreed to in writing.
9. The Advertiser or Agency will be presumed to have read the entire Advertising Contract/Insertion Order and be in agreement with all terms and conditions. Such agreement is indicated by the Advertiser's or Agency's signature on orders placing advertisements with Publisher. This agreement becomes binding when this Advertising Contract/Insertion Order is accepted and confirmed by the Publisher in writing; however, should ad copy be considered unacceptable by the Publisher, this contract will be terminated, unless acceptable copy is provided to the Publisher before publication deadline. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this Advertising Contract/Insertion Order shall be performable in Travis County, Texas.

Please remit both pages to:

Email: jpantaze@pvco.net

Fax: 512/273-2649

✓ **Please initial here _____, and return both pages.**