



Bringing neighbors closer to their community

2011

Las Sendas | Red Mountain Ranch | Mesa Uplands | Alta Mesa | Mountain Bridge | The Groves

# AD CONTRACT

(advertiser) agrees to the following terms:

This Ad Contract shall be governed by the Terms and Conditions agreement, which is expressly incorporated herein by reference.

**PUBLICATIONS:**  Las Sendas  Red Mountain Ranch  Mesa Uplands  Web site

**Color:**  Black & White  Full Color

**Size:** \_\_\_\_\_  Horizontal or  Vertical

**Months:** \_\_\_\_\_

**Rate:** \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_ Monthly

**Total:** \_\_\_\_\_

Amount 1.75% Sales Tax

**Design fee:** \_\_\_\_\_

### MONTHLY AD CONTENT: (check one)

Same ad to run each month for length of contract (no changes).

Ad will change each issue. (MINOR text changes only. If more than two rounds of ad revisions are required, design fees will apply.)

Changes to ad copy or design of advertisement are due by the 10th of the month prior to the following month's publication for Las Sendas, Red Mountain Ranch, and Mesa Uplands or ad will run "as is." The advertiser is responsible for submitting ad changes and/or requests to Phillips West (Publisher) by the deadline.

### SPECIAL INSTRUCTIONS:

**AGREEMENT:** Payment for the first month's ad must be paid in full before printing. Subsequent payments are due by the 1st of the month for Las Sendas, Red Mountain Ranch, and Mesa Uplands, and are considered late after the 15th. Publisher will charge a 1.5% late fee if payment is not received according to contract terms.

In the event advertiser remains partly or wholly unpaid, Publisher reserves the right to suspend or terminate this contract. In the event advertiser terminates this contract with or without cause, or fails to submit timely copy as agreed herein, Publisher will rebill advertiser at the open rate for all remaining ads in the contract, and will expect payment within 5 days. Failure to pay may result in collection action. Accounts past due more than 30 days will be referred to a collection agency.

**PLEASE SEND PAYMENTS TO:** PHILLIPS WEST, 2733 N. POWER ROAD, SUITE 102, PMB 475, MESA AZ 85215.

**INVOICES WILL BE E-MAILED TO:** ADVERTISER UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE.

Publisher will not be liable for slight changes or typographical errors which do not lessen the value of an advertisement.

ALL SERVICES ARE PROVIDED "AS IS." PUBLISHER MAKES NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES WHATSOEVER IN RELATION TO THE SERVICES PROVIDED HEREUNDER OR THE OUTCOME OR RESULTS OF ANY ADVERTISING PROVIDED HEREUNDER. ADVERTISER ASSUMES SOLE RESPONSIBILITY FOR ALL CONTENT OF ADVERTISEMENTS PRINTED, AND FOR ANY CLAIMS WHICH MAY ARISE THEREFROM OR RELATE THERETO. ADVERTISER AGREES TO INDEMNIFY AND HOLD HARMLESS PUBLISHER FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, CLAIMS, OR CAUSES OF ACTION, INCLUDING REASONABLE LEGAL FEES AND EXPENSES THAT MAY BE INCURRED BY PUBLISHER ARISING OUT OF OR RELATED TO THIS AGREEMENT. IN NO EVENT WILL PUBLISHER BE LIABLE TO ADVERTISER FOR ANY LOSS OF PROFITS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

Publisher reserves the right to reject in its sole discretion any copy deemed unacceptable or inappropriate for publication, and reserves the right to terminate advertising contract for any or no reason. Publisher reserves all copyright, trademark, trade secret, and all other intellectual and proprietary rights to all artwork and material created by or on behalf of Publisher, including all modifications, revisions, improvements, compilations, and derivative works. Such materials cannot be used without prior written consent from Publisher.

With full legal authority to bind and contract on behalf of the entity listed below, the undersigned advertiser has read and agrees to all terms and conditions of this contract, and authorizes placement of, and guarantees payment of, advertising, beginning with issue for the month of: \_\_\_\_\_ through \_\_\_\_\_.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Company Name: \_\_\_\_\_ Physical Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City / State / Zip: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Name (printed): \_\_\_\_\_ E-Mail: \_\_\_\_\_

Phillips West Representative (signature): \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS & CONDITIONS

With full legal authority to bind and contract, on behalf of the entity listed below (hereafter “advertiser”), in consideration of the services provided herein, advertiser agrees as follows:

1. Phillips West (Publisher) reserves the right to decline at any time, or for any reason, publication of any advertisement.
2. Unless prepaid, all ads are billed and due monthly. **Payment of first month's ad must be paid in full before printing.** Subsequent payments are due by the 1st of the month for Las Sendas, Red Mountain Ranch, and Mesa Uplands, and are considered late after the 15th. All accounts unpaid 30 days after the due date will be charged a 1.5% late fee per month on unpaid balances. Accounts past due 30 days or more from the due date will be referred to a collection agency unless previous arrangements have been made. Accounts not paid within 60 days of the due date are subject to termination, with balance of contract becoming immediately due and payable at the open rate. Failure to pay may result in collection action, including litigation if necessary. If litigation is necessary, the losing party shall be responsible for all attorneys' fees, costs, and expenses.
3. Ads can be accepted camera ready, electronically (FTP, CD, e-mail) or Publisher can create an ad for you for a design fee. Please consult your salesperson or contact customer service at (480) 748-1127 for sizing and acceptable file formats. If materials supplied do not conform to mechanical or digital specifications, advertiser will be billed for additional handling charges. Artwork, photos, and other materials received from advertiser will be destroyed after three months. Publisher shall own and reserve copyright, trademark, trade secret, and all other intellectual and proprietary rights to all artwork and material created by or on behalf of Publisher, including all modifications, revisions, improvements, compilations, and derivative works. Any such materials cannot be used without prior written consent from Publisher.
4. Ad proofs can be provided for any ads Publisher creates for the advertiser. Proofs are only supplied upon request by the advertiser. Changes and revisions can be made based on the proof and a second proof can be made available. **Additional design charges may apply for any ad changes or revisions made after the second proof.** Proofs will not be made available for camera ready art supplied by the advertiser.
5. When proofs are supplied, it is the responsibility of the client to thoroughly check the ad for errors and sign off on the proof. While every effort is made to prevent errors, Publisher is not responsible for any errors found in ads after a proof has been approved. Publisher shall in no event be liable for failure to publish advertising ordered by the client. **In the event advertisement is not published, advertiser will be credited any charges or payments.**
6. Please be advised in any deadline-oriented activity, time is of the essence. Please provide all copy, artwork, photos, etc. as soon as possible to ensure proper time for design and proofing. Please respond to ad proofs within 24 hours of receipt to ensure revisions can be made. Otherwise, ad will be published “as is.”
7. All advertisements are accepted and published by Publisher on the premise the advertiser or advertising agency is properly authorized to publish the contents of the ad in its entirety. **ALL SERVICES ARE PROVIDED “AS IS.” PUBLISHER MAKES NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES WHATSOEVER IN RELATION TO THE SERVICES PROVIDED HEREUNDER OR THE OUTCOME OR RESULTS OF ANY ADVERTISING PROVIDED HEREUNDER. ADVERTISER ASSUMES SOLE RESPONSIBILITY FOR ALL CONTENT OF ADVERTISEMENTS PRINTED, AND FOR ANY CLAIMS WHICH MAY ARISE THEREFROM OR RELATE THERETO. ADVERTISER AGREES TO INDEMNIFY AND HOLD HARMLESS PUBLISHER FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, CLAIMS, OR CAUSES OF ACTION, INCLUDING REASONABLE LEGAL FEES AND EXPENSES THAT MAY BE INCURRED BY PUBLISHER ARISING OUT OF OR RELATED TO THIS AGREEMENT. IN NO EVENT WILL PUBLISHER BE LIABLE TO ADVERTISER FOR ANY LOSS OF PROFITS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.**
8. Black and white, and full color ads are available in most papers. Vertical ad selections are at the discretion of the Publisher. Please check with your salesperson, or call (480) 748-1127, for availability and pricing of such advertisements. Publisher cannot guarantee position unless agreed upon in writing. Preferred position request will be honored when possible, but cannot be guaranteed.
9. Ad cancellations will not be accepted after the ad deadline, which is the 10th of the month prior to publication for Las Sendas, Red Mountain Ranch, and Mesa Uplands. No ads may be cancelled after these dates.
10. Contracts are in force and binding for the entire length of the contract (the “Term”), as set forth in the Ad Contract, which is expressly incorporated herein by reference. Advertiser agrees to pay Publisher the total amount due for the entire Term. If the advertiser chooses not to run an ad at any time during the Term, the open rate will apply and be charged to the advertiser for any missed portion of the Term. Termination by the advertiser without payment for any remainder of the Term shall be considered a material breach of this contract.
11. All contracts and special terms, whether written or verbal, are binding. In the event of any inconsistency between the terms of any other contract or agreement between the parties, the terms of this contract and the Ad Contract shall govern. Verbal commitments made by the advertiser regarding placing advertising, ad sizes or contract length will be considered final and binding. Advertisers will be responsible for all applicable charges once a commitment has been made. All contracts and agreements between the parties shall be governed by the laws of the State of Arizona, regardless of any choice of law provisions and jurisdictional issues.
12. The word “advertisement” may be placed with all copy provided by the advertiser resembling editorial content.

The undersigned advertiser has read and agrees to all terms and conditions of this contract:

Advertiser: \_\_\_\_\_ Date: \_\_\_\_\_



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# CREDIT CARD AUTHORIZATION

I hereby authorize Phillips West (Publisher) to charge my credit card for the first month's payment in the amount of: \$ \_\_\_\_\_

I hereby authorize Publisher to charge my credit card on a monthly basis in the amount of: \$ \_\_\_\_\_

I authorize charges as outlined above for Publisher to charge my credit card. CREDIT CARDS WILL BE CHARGED FOR THE FIRST MONTHS PAYMENT IMMEDIATELY AND BETWEEN THE 15TH AND 22ND OF EACH MONTH THEREAFTER. CHARGE WILL APPEAR FROM THE PUBLISHER, PHILLIPS WEST.

VISA /  MASTERCARD

Card No. \_\_\_\_\_ Exp. Date \_\_\_\_\_

**CARDHOLDER BILLING ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_

With full legal authority to bind and contract, on behalf of the entity listed below, I, \_\_\_\_\_, understand and agree to the above credit card charges, and I agree to pay all such charges. In the event that the credit card identified herein is, or becomes, invalid, I will provide Publisher with a new valid credit card and/or will immediately pay any outstanding balances owed. I agree to all terms and conditions governing the above-referenced transaction(s), and I understand that there may be a late fee assessed for any late payments. I certify that I am a person authorized to use this credit card.

Please print name as it appears on credit card: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_ Physical Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City / State / Zip: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Name (printed): \_\_\_\_\_ E-Mail: \_\_\_\_\_