

Who We Are

What We Do

Advertising

Join Us

## Insertion Order - Page 1 *All Fields Required*

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

- Display Advertising    Advertorial/Company Spotlight    Industry People  
 Press Release/Company Announcement    Internet Advertising

Invoice Attention Name/Dept: \_\_\_\_\_ Insertion/Purchase Order Number: \_\_\_\_\_

### ADVERTISER

Company/Division: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

Signature of Advertising Company Executive \_\_\_\_\_ Title \_\_\_\_\_

### DISPLAY ADVERTISING

Website Address You Would Like in the Advertiser Listings Directory: \_\_\_\_\_ Toll Free Number \_\_\_\_\_

**AGENCY** • Company/Division: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

Signature of Executive: **(REQUIRED)** \_\_\_\_\_ Title \_\_\_\_\_

Email **(REQUIRED)** \_\_\_\_\_ Phone **(REQUIRED)** \_\_\_\_\_

### MATERIAL INFORMATION

Ad Size: \_\_\_\_\_  Vertical    Horizontal    Bleed:  Yes    No

Materials to be Supplied By: Advertiser  Agency  Materials Contact Name & Phone #: \_\_\_\_\_

**INSTRUCTIONS/COMMENTS:** (Publisher cannot guarantee position for any ad unless a 15% premium position is paid. If a gatefold cover is sold, advertisers on IFC and Page 1 may be moved to the next preferred position.) \_\_\_\_\_

### RATE/PRICE INFORMATION

Rate Card Issue: \_\_\_\_\_ Frequency: \_\_\_\_\_ Beginning with Issue/Month/Year \_\_\_\_/\_\_\_\_/\_\_\_\_

Ad Space Cost per Insertion: \_\_\_\_\_ Special Position Charge: \_\_\_\_\_

Total Insertion Cost, Gross: \_\_\_\_\_ Promotion Discount: \_\_\_\_\_

Agency Discount: \_\_\_\_\_ Total Insertion Cost, Net: \_\_\_\_\_

Comments: \_\_\_\_\_

**PRESS RELEASE/COMPANY ANNOUNCEMENT**    \$2,500

**ADVERTORIAL COMPANY SPOTLIGHT**    \$7,200 with 1000 copies    \$6,000 without copies

Issue Month/Year \_\_\_\_\_ Rate \_\_\_\_\_

Company Officials to Interview : Name: \_\_\_\_\_ Telephone \_\_\_\_\_ email \_\_\_\_\_

Number of additional quantities of article: \_\_\_\_\_

By signing the agreement below, I understand that Company Spotlight features are reserved in advance and are non-cancelable or reassignable to future issues. I must make my company officials available for interview 10 days prior to the published close date for the issue I have contracted and must provide final approval on the feature no later than the published space close date for that issue.

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## Insertion Order - Page 2

**INDUSTRY PEOPLE - ALL ARE REQUIRED FIELDS** Issue Month/Year \_\_\_\_\_ Rate **\$1,200.00**

Name Submitted: \_\_\_\_\_, Telephone \_\_\_\_\_ email \_\_\_\_\_

Email a 300 word write-up to [cynthia@transactionworldmagazine.com](mailto:cynthia@transactionworldmagazine.com). Space is limited and awarded on a first-come, first-serve basis. By signing the agreement below, I understand that Industry People features are reserved in advance and limited, and are therefore non-cancelable or reassignable to future issues. I must provide copy no later than the published space close date for the issue I have contracted.

**INTERNET AD SPACE** Prices below are for 30 day runs. Indicate frequency & total cost at end of section.

**BANNER ADS**  Sidebar on Right Margin: \$400

Frequency: \_\_\_\_\_ Beginning with Issue/Month/Year \_\_\_/\_\_\_/\_\_\_ Total Cost: \_\_\_\_\_ (Listed prices are for 30 days.)

**COMPANY BRIEF**  \$600  3-5x Display Advertisers: \$300  6x+ Display Advertisers: No Charge

### ARTWORK

**Email:** [tony@transactionworld.net](mailto:tony@transactionworld.net)

**Mail:** Brischler Art Studio, Inc., 130 Canal Place, Fayetteville, GA 30215

### BILLING INFORMATION

Bill To:  Advertiser  Agency Bill As:  Gross  Net Pre-Payment: Check # \_\_\_\_\_

Billing Instructions: \_\_\_\_\_

### INSERTION AUTHORIZATION

I have read and understand the provisions of this contract and have the authority to execute this contract on behalf of my company or agency. This constitutes a binding insertion order for paid advertising, upon acceptance by the Publisher. Cancellations must be received at least 10 days prior to the published closing deadline as indicated on the rate card. (Typically two (2) months prior to first day of issue month)

Advertiser Signature \_\_\_\_\_ Title \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Title \_\_\_\_\_ Date: \_\_\_\_\_

Publisher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### DEADLINES

Advertising deadlines for 2011 are as follows:

ISSUE	SPACE RESERVATIONS	ART DUE	ISSUE	SPACE RESERVATIONS	ART DUE
January			July	May 21, 2011	June 1, 2011
February			August	June 18, 2011	July 1, 2011
March	January 22, 2011	February 1, 2011	September	July 23, 2011	August 1, 2011
April	February 19, 2011	March 1, 2011	October	August 20, 2011	September 1, 2011
May	March 19, 2011	April 1, 2011	November	September 23, 2011	October 3, 2011
June	April 23, 2011	May 2, 2011	December	October 22, 2011	November 1, 2011

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## Insertion Order - Page 3

**Under penalty of fraud I testify that I am authorized to enter into this advertising contract on behalf of:**

\_\_\_\_\_  
(insert company name)

\_\_\_\_\_  
My name is:

\_\_\_\_\_  
My title is:

\_\_\_\_\_  
Today's Date:

\_\_\_\_\_  
My Supervisor is

\_\_\_\_\_  
Supervisor's Signature



**PLEASE ATTACH COPY OF BUSINESS CARD HERE:**

## TRANSACTION WORLD MAGAZINE Advertising Contract Terms and Conditions

### Commission and Payment Terms:

1. Agency commission: 15% gross billing to publisher recognized agencies. No commission paid to Agencies on accounts that are past due. Agency commission is not payable on classified advertisements, Company Spotlights, Industry People Internet Advertising, or on contracts that are canceled early.
2. Payment Terms: Billing date is the first day of the month, date of issue. Net due 30 days.\* (See paragraphs 19 & 20). Billing for Advertorials such as Company Spotlight features is the date upon which the copy is approved by the signer of this agreement, due net 30 days.

### Contract and Copy Regulations:

1. The Publisher reserves the right, in its sole discretion, to reject any advertising or to limit the advertising content of any issue.
2. Advertisements are accepted for publication entirely upon the representation that the agency and/or advertiser are authorized to publish the contents thereof. In consideration of the publication of such advertising, the Advertiser and/or Agency will fully indemnify and hold the Publisher harmless from and against any expenses or loss by reason of any claims or actions against publisher arising out of publication or creation of the advertisement.
3. All orders are accepted subject to the condition that Publisher shall have no liability for delay or failure in execution of accepted advertising orders in the event of an Act of God, action by any government, or quasi-government entity, fire, flood, insurrection, riot, explosion, accident, embargo, strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown or any other condition beyond the control of Publisher affecting production, publishing or distribution of the Magazine in any manner.
4. All contents of advertisements are subject to Publisher's approval. Publisher reserves the right to reject or cancel any advertisement, insertion order, or contract at any time. Advertisements that appear, in Publisher's sole discretion, as editorial pages will be marked "Advertisement." Advertorials such as Company Spotlight features will be marked "Advertorial" and may be edited for space at the Publisher's sole discretion.

5. In consideration of Publisher's reviewing for acceptance, or acceptance of, any advertising for publication, Advertiser and its Agency agree not to make promotional or merchandising reference to Publisher of the Magazine in any way except with the express permission of the Publisher for each such use.
6. The acceptance of the advertisement by Publisher shall in no way constitute an endorsement or recommendation by Publisher or the Magazine of the contents of the advertisement or the product or services advertised.
7. All insertion orders are accepted according to the provisions of the rate card. Rates are subject to change upon notice of 30 days or more prior to the effective issue date.
8. Conditions, other than rates, are subject to change by the Publisher without notice.
9. In the event Publisher fails to publish an advertisement or causes an error in advertisement, Publisher's sole liability shall be to re-run the advertisement, in a mutually agreeable issue, free of charge. IN NO EVENT SHALL PUBLISHER BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES - INCLUDING BUT NOT LIMITED TO LOST PROFITS.
10. Advertiser and/or its Advertising Agency shall be jointly and severally liable to Publisher and its successors and assigns for such monies as are due and payable to Publisher for advertising ordered and published.
11. Past-due invoices are subject to a 5% service charge per month. Reasonable attorney's and collection agency fees actually incurred will be payable by advertiser on accounts referred for collection.
12. **All advertising accepted by the Publisher shall be binding and non-cancelable by the advertiser 10 days prior to the applicable closing deadline as indicated on the rate card.** Publisher shall not be responsible for any changes made by Advertiser after the closing date. If Advertiser fails to provide copy or materials to Publisher in time to meet the published closing deadline of an issue in which the Advertiser has ordered space, the Publisher will charge the Advertiser at the regular rate for the space reserved. Advertorials, such as the Company Spotlight and

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## Insertion Order - Page 4

Industry People features are non-cancelable and may not be postponed for future issues. Should the company contracting the advertorial not provide access to company officials for interview 10 days prior to the space close deadline for the contracted issue, or fail to provide copy approval by the space close deadline for the contracted issue, the contracting company will be charged for the feature at the contract rate according to the terms of this agreement.

13. All ads canceled prior to the completion of the number of insertions contracted for on the insertion order contract will be charged a short rate fee. The short rate for early cancellation, in accordance with the cancellation terms outlined in number 12 above, is calculated by using the current rate card rate that would have applied had the advertiser contracted for the actual number of insertions that were run. This rate, less the discounted rate, multiplied times the number of months the ad actually ran, leaves the short rate amount that the advertiser will be charged upon early cancellation of the insertion order agreement. Promotional discounts and ad specials are forfeited in the case of early cancellation.

14. Ad space for any given issue must be reserved, via submission of a signed insertion order, two months prior to the first day of issue month in which the advertisement is to appear.

15. Any costs incurred by the publisher for the advertiser in preparing its advertisement will be billed at the actual production rates. Advertiser understands and agrees that these charges are in addition to regular space charges covered by this contract. Camera-ready copy is defined as an advertisement which is ready to go directly to the printer when received by the publisher.

If an advertisement requires any typesetting, paste-up or other work, it is not camera ready and advertiser will be charged accordingly. Specific requirements are contained in the current rate card.

16. **A production rush charge of 50% will be added to production rates on materials received after materials closing deadlines as defined on the rate card.** Publisher's liability as set forth in section 9 shall not apply to materials received after materials closing deadline, and publisher shall have no liability whatsoever for inaccuracies resulting therefrom.

17. No conditions other than those set forth in this agreement shall be binding on publisher unless specifically agreed to in writing by the publisher. Publisher shall not be bound by conditions printed or appearing on order blanks or copy instructions that conflict with provisions on this agreement.

18. Any conditions on contracts, orders or copy instructions involving the placement of advertising within an issue of Magazine (such as page location, competitive separation or placement facing editorial copy) will be treated as a positioning request only. Publisher will use reasonable efforts to accommodate placement requests; provided, however, the publisher's inability or failure to comply with any such condition shall not relieve the agency and advertiser of the obligation to pay for the advertising.

19. The insertion order is for a certain number of issues of the publication, not for a fixed period of time. Publisher may, in its sole discretion, elect to change frequency of the publication at any time. In the event that publisher elects to change the frequency of the publication, the total number of issues of the publication subject to this insertion order shall not change. The advertiser acknowledges that the publisher intends to produce the Magazine on a monthly basis. However, conditions outside the publisher's control may preclude its ability to do so. Delay in production does not constitute cancellation of the advertising contract.

20. Publisher does not accept consequential liability. Publisher will not accept insertion orders from agencies that agree to pay only to the extent that payment from the advertiser is received. If agency does not remit payment net 30, Publisher will seek payment directly from Advertiser and agency discount will be forfeited. Publisher does not accept insertion orders with language disclaiming responsibility for payment ("disclaimers"). If an agency is unwilling to remove the sequential liability language from its insertion order, publisher will contact the advertiser to establish liability, or arrange to invoice the advertiser directly at the gross or net rate as agreed.

21. Internet Advertising: All 30 day time periods coincide with the first business day of the month. The deadline to reserve internet ad space is the 15th of the month prior to the month for which space is being purchased. Artwork/content is due at the time of reservation. TW reserves the right to place an unlimited number of advertisers rotating in any one location. All costs are for a 30 day period, advertisers may reserve up to a year of ad space, prepaid, and receive a 10% discount off their total. All ads are unanimated and unless otherwise specified, are rotating, non-exclusive positions.

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**I HAVE READ AND UNDERSTAND THIS AGREEMENT:** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Supervisor Signature:** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_