

Mailing Address:

Georgia Bar Journal 104 Marietta St. NW, Suite 100 Atlanta, GA 30303 FAX 404.527.8717

Display Advertising Contract

Company Name					
Contact Name	Title	Phone	Fax		
Address (no P.O. Boxes)					
City		State	Zip		
Advertising Agency (if applicable)			Tax ID Number		
Address		City	State		Zip
Contact Name	Title	Phone	Fax		
Product Advertised					
A. Publication of specified advertising sizes and schedules is subject to this written agreement between a representative of the advertiser and/or agency (hereinafter "advertiser") and the State Bar of Georgia (hereinafter "publisher"). Every effort will be made by the publisher to afford advertising in the position desired; however, under no circumstances is position guaranteed and advertising must be paid for regardless of position.			PUBLICATION SCHEDULE Space ordered: (check size requested)		
B. Advertising Rate. The advertiser agrees to pay publisher \$ per issue for advertisement in		Full page, non-pre	ference po	osition	
issues of the Georgia Bar Journal for a total payr	nent of \$		Two-thirds page	vert. □	horiz. \square
C. Payment for Advertising. First time advertiser must make payment for their first ad at time advertising materials are submitted. A 15% discount of gross billing is given to recognized agencies. All ads must be paid for within thirty (30) days of invoice date, and, if not, the publisher reserves the right to treat the advertiser as if they have canceled the contract, and the publisher may implement the cancellation penalty dis-			One-half page	vert. □	horiz. \square
			One-third page	vert. □	horiz. □
			One-fourth page	vert. □	horiz. \square
cussed below in Section D.2.			One-sixth page	vert. □	horiz. 🗆
D. Cancellation.			One-twelfth page		
1. Publisher reserves the right to cancel this co may cancel this contract by written notice receive materials deadline, subject to the following cancer	ed by publisher no later than ten (10		Position Preferer	nce: (ched	ck one)
If the contract is for Black and White, Non-Preferred Positions advertising, the advertiser must pay			Full page only. Special rates apply.		
\$100 per unused advertisement time			Back cover (4-cold	or only)	
and/or Preferred Positions advertising, the advertiser must pay \$200 per unused advertisement			Inside front cover		
time for which they contracted.			First page		
If the Advertiser cancels this contract by w ing days after the materials deadline, in addition tiser must also pay the per issue rate shown about	to the penalty discussed above in		Inside back cover		
3. Whenever cancellation occurs, publisher will provide advertiser, by certified mail, with the written acknowledgment of said cancellation and an invoice for the total amount due. The cancellation penalty must be paid			Number of Issues: (check one)		
by the advertiser by money order within thirty (30) received by the publisher within thirty (30) days fructal cancellation penalty due will accumulate and	om the invoice date, a late handling	fee of 10 percent of the	1x □ 2x □	4x □	8x □
•			Check month of	first inser	tion:
E. Costs of Collection. In the event the adverti and at the times they become due according to t			February □	August	
of collection incurred by the publisher, including, I collection be referred to an attorney or assigned	out not limited to, attorney's fees an		May □	Novemb	er 🗆
F. Advertiser Liability and Indemnification. Th					
advertiser in performing the services described in this contract. All copy is subject to approval of t	Please refer to rate sheets for space reservation				
for all contents of advertisements printed and resp publisher. If the publisher prepares and publisher	and art deadlines.				
advertising prepared by the advertiser, the advertiser agrees to indemnify and hold the publisher harmless from any and all liability, claims, demands, or damages arising out of the advertising or on behalf of the advertiser. Such indemnity includes but is not limited to, the provision of a defense to any actions or claims and			Special Instructions: (check all that apply)		
			Black and white		
the payment of costs and/or attorney's fees in co	nnection therewith.		Four-color		

By affixing their signatures below, the publisher and advertiser acknowledge that they have received, reviewed, and understand the State Bar of Georgia Advertising Policies and agree to comply with the policies set forth therein. Furthermore, the parties acknowledge their understanding of the terms of this contract and the "per issue" and "total" advertising rates owed to the publisher.

This contract shall not become effective unless and until it is accepted and signed on behalf of the publisher in the space provided therefore at the office of the publisher, 104 Marietta St. NW, Suite 100, Atlanta, GA 30303.

Approved by:	
Advertiser or Agency (please type or pri	int)
Ad Representative Signature	Date

Publisher's Representative

H. Advertiser Warranty. Advertiser represents and warrants by submission of advertising to the publisher hereunder, that all the facts stated in such advertising are and will be true and correct, and that therein there will be no libel and no invasion of privacy with the respect to any person, firm, corporation or other entity, and advertiser will indemnify and hold harmless from any claim of libel or invasion of privacy, and against recovery, fee, or expenses which may arise out of or be caused by any such claim.

G. **Publisher Liability.** The sole liability and obligation of the publisher for any failure or refusal to publish any advertisement shall be to refund any amounts paid by the advertiser to the publisher for such services.

The liability and obligation of the publisher for any other breach of the terms, provisions and conditions con-

tained in this agreement, including without limitation any mistake or error in a published advertisement, any

late or untimely publication of an advertisement, shall not exceed the sum of any amounts paid by the adver-

tiser to the publisher for such services. In no event shall the publisher be liable to the advertiser or to any other person, firm or other entity for any further damages of any kind arising from any breach of such terms and conditions or from any act or omission of the publisher with respect to any advertisement including, but

not limited to, direct, indirect, special or consequential damages.

- I. Attorney Advertising. Attorneys who advertise in the *Georgia Bar Journal* recognize that attorney advertising is subject to the Rules and Regulations for the Organization and Government for the State Bar of Georgia. Acceptance for publication does not constitute a determination that an advertisement is in compliance with the Rules.
- ance with the Rules.
- J. **Governing Law.** The provisions of this contract between the advertiser and the publisher shall be governed by the laws of the state of Georgia.