

# Florida Music Director

*The Official Publication of the Florida Music Educators' Association*

## General Terms and Conditions of Advertising

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Your Advertising Agreement is subject to the terms outlined herein as well as those in the current **Advertising Rate Card**. Read all terms carefully before signing.

All Advertising Agreements are subject to Publisher's approval and acceptance. Acceptance of the Advertising Agreement shall constitute an agreement to provide advertising space as described in the Agreement. The undersigned, by signing the Advertising Agreement, acknowledges that he/she has read and understood all of the terms contained herein, and in the current Advertising Rate Card and that this Agreement is subject to all such terms which are expressly made a part of this Agreement.

**Cancellations** or changes in the Advertising Agreement **are accepted only in writing** to the Publisher, and must be received on or before the "advertising closing date" for the applicable issue. Publisher will schedule, run, and invoice all contracts in possession on the advertising closing date of a scheduled issue. Advertisers are responsible for submission of advertising copy and materials by material deadlines. Publisher reserves the right to run the last insertion and bill advertiser if new materials are not submitted by deadlines.

**Payment** for all advertising and production shall be the responsibility of the advertiser and any contracted advertising agency and shall be made in accordance with Publisher's current rate card unless duly noted in the Agreement. Payment is due and payable upon receipt of invoice. Upon credit approval, payment is **due within 30 days** of receipt of invoice. Clients will forfeit their discount if not paid within 30 days. Publisher shall not be required to seek payment directly from the advertiser when the advertisement is placed by any contracted advertising agency, but may seek payment from either or both of said parties. In the event payment is not made as required and agreed to in this Agreement, the advertiser and the advertising agency shall be responsible for any and all attorney's and/or collection agency fees incurred in the collection of the debt.

The advertiser and advertising agency agree to **indemnify** and hold harmless Publisher and any and all Publisher's publishing clients with whom Publisher may have contracted for any and all loss, expense or other liability (including attorney's fees) arising from any claim of libel, violation of privacy, plagiarism, copyright infringement, omission, incorrect information or placement and any other claim or suit that may arise out of the publication of any advertised copy submitted, printed or published. Advertiser and advertising agency also agree to indemnify and hold harmless Publisher and any and all of Publisher's publishing clients with whom Publisher may have contracted from the loss of any artwork, materials, separations, negatives and other materials submitted to Publisher for said advertisement or for raw materials submitted to Publisher for production of advertisement, such as copy and photography, and any related expense or other liability (including attorney's fees).