

OVERTURE

ADVERTISING AGREEMENT

SELECT AD SIZE ▼

- FULL PAGE W/ BLEED
8.75" X 11.25"
- FULL PAGE W/MARGIN
7.5" X 10"
- 1/2 PAGE HORIZONTAL
7.5" X 4.875"
- 1/2 PAGE VERTICAL
3.625" X 10"
- 1/3 PAGE HORIZONTAL
7.5" X 3.1667"
- 1/3 PAGE VERTICAL
3.625" X 6.5833"
- 1/4 PAGE RECTANGLE
3.625" X 4.875"
- 1/6 PAGE SQUARE
3.625" X 3.1667"
- 1/8 PAGE BUSINESS CARD
3.625" X 2.3125"

SELECT TERM ▼

- ANNUAL (2019-2020 SEASON)
\$_____
- SINGLE ISSUE
\$_____
- PRORATED: _____ # OF ISSUES
\$_____

PAYMENT INFO ▼

- PAYMENT ENCLOSED
(Make payable to Orchestra Iowa)
- VISA MC DISCOVER AMEX

CARD NUMBER

EXPIRATION DATE

CID (3-DIGIT CODE)

NAME ON CARD

SIGNATURE - I authorize Orchestra Iowa to charge my credit card the full amount upon receipt.

One-time invoice Split Invoice

CONTACT INFORMATION ▼

COMPANY NAME _____

CONTACT NAME _____

BILLING ADDRESS _____

EMAIL _____ PHONE _____

SIGNATURES _____ DATE _____
ADVERTISER

ORCHESTRA IOWA

DATE

OVERTURE

ADVERTISING TERMS

The terms and conditions set out herein shall govern all relations between the Publisher (Orchestra Iowa) and Buyer of Advertisement Space. The placing of an order or request to do so shall constitute acceptance of these terms and conditions.

1. Definitions

In these conditions, the term “Buyer” “You” or “Your” means the advertising agency or organization placing the Advertisement. The terms “Publisher”, “We” or “Our” means Orchestra Iowa whose registered offices are 119 Third Avenue NE, Cedar Rapids, Iowa 52401. “Advertisement” means any advertisement that is placed within Overture Magazine.

2. Placing an Order and Our Rights

All Advertisement requests are offers and subject to acceptance by Orchestra Iowa. The acceptance will occur upon written confirmation that Your Advertisement will be included in Overture Magazine. We reserve the right to decline to publish or omit, suspend or change the position of any submitted Advertisements, at our absolute discretion and without explanation. All Advertisements must comply with the Publisher’s requirements including the technical specification provided to the Buyer. Should any such withdrawal, omission or suspension be due to the act or default of the Buyer, such as failing to supply Advertisement copy or required revisions, then the space reserved for the Advertisement shall be paid for in full whether or not the Advertisement is published. By placing the Advertisement in Overture, the Buyer grants Orchestra Iowa an irrevocable, royalty free, worldwide license, to reproduce the Advertisement in the designated publication in any medium howsoever, known now or yet to be invented.

3. Fulfilling Your Order

We will require You to submit the Advertisement in accordance with Our specifications for Overture Magazine. We reserve the right to alter the circulation or distribution of the publication (including the media in which it is distributed) any time without prior written notice to You. If artwork is not received by the stipulated due date, We reserve the right to repeat the most appropriate version of the Advertisement. Orchestra Iowa does not supply proofs of advertisements unless requested in advance. It is the responsibility of the Buyer to check the correctness of the Advertisement (and of each insertion of the Advertisement if more than one). Orchestra Iowa assumes no responsibility for the repetition of an error in an Advertisement ordered for more than one insertion unless We are notified of the error in advance of the deadline for the subsequent insertion.

4. Your Obligations

It is a material term of this contract that: i) all Advertisements in their entirety comply with the Federal Trade Commission (FTC) Advertising and Marketing Guidelines; ii) publication of the Advertisement will not breach any contract, infringe or violate any copyright, trademark or other personal or proprietary right or render the Publisher liable for any proceedings whatsoever; iii) any information supplied in connection with the Advertisement is accurate, complete and true; iv) Orchestra Iowa has the right to query Advertisement copy, request additional information or refuse Advertisements for publication without disclosing reasons; v) the Buyer will fully indemnify Orchestra Iowa fully in respect of any claims, costs, proceedings, demands, losses, damages, expenses or liability howsoever arising, directly or indirectly as a result of any breach or any performance of any of the representatives warranties or other terms contained herein or implied by law.

5. Advertisement Rates and Payment

Advertisement Rates for Overture Magazine are set on a seasonal basis. The Publisher reserves the right to change the Advertisement Rate at any time without notification. All Rates are locked-in for the duration of the Advertisement. Rates are determined by the size and placement of the Advertisement within the publication. Buyers who place an Advertisement throughout a season have the option of being invoiced for the Advertisement in full at one specified time or splitting the payment into two invoices. Buyers who place a pro-rated or a one-time Advertisement insertion will be invoiced in full. All invoices must be paid within 30-days of being received.

6. Cancelling or Amending Orders

All Advertisement orders are non-refundable. If a Buyer wishes to cancel their Advertisement, written notice must be provided to the Publisher at least thirty (30) days prior to the next Overture Magazine publish date.