

HOME ^aRAMA 09

Plan Book Space Agreement

The undersigned hereby authorizes the publication of advertising in the Homearama Plan Book:
This is a contract between Association Publishing, Inc. and: _____
for ad space at Homearama 2009. Legal business name

Company: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Phone: _____ Fax: _____

Please reserve the following ad space for our firm in the Homearama Plan Book:

Desired ad size:

- | | |
|---|--|
| <input type="checkbox"/> Cover Position | <input type="checkbox"/> Full Page |
| <input type="checkbox"/> 1/2 page horizontal | <input type="checkbox"/> 1/2 page vertical |
| <input type="checkbox"/> 1/3 page vertical | <input type="checkbox"/> 1/3 page square |
| <input type="checkbox"/> Special position (specify):
_____ | <input type="checkbox"/> 1/6 page horizontal |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> 1/6 page vertical |

Cost of Ad: _____
Other: _____
Total: _____

The space contracted is wholly for the use of the advertiser named above. No oral agreement will be recognized, nor can this contract be altered without the mutual consent of the advertiser and the TBA advertising manager.

Tidewater Builders Association reserves the right to cancel this contract upon proof of misstatement or unfair dealings with its readers.

Please note: General Terms stated on the back of this contract are part of your agreement.

Special Instructions:

I understand that jurisdiction for this contract is Chesapeake, Virginia.

Authorized by: (print name) _____

All advertisers must have a current credit report on file with Tidewater Builders Association to participate.

*Authorized by: _____ Date: _____
Sign Print

Title: _____

Accepted by: _____ Date: _____

Sales Representative: (please print) _____

Payment method ___ Check ___ MC ___ Visa Account number _____

* Authorizer is ultimately responsible for all advertising charges, if any legal steps are taken to retrieve this indebtedness, all costs will be advertiser's expense, including reasonable attorney's fee. No materials can be returned before October 31st.

General Terms

The Publisher reserves the right to edit and/or refuse any advertisement it may consider unsuitable for any reason. All advertisements are accepted upon representation that advertiser is authorized to publish the entire contents and subject matter offered. Advertiser agrees to indemnify and hold harmless Publisher against loss, damage, cost and expense which Publisher may incur, or become liable for, by reason of any and all claims or actions for libel, violation of any right of privacy, plagiarism, copyright infringement, and any and all claims of any kind or nature in connection with advertising matter published pursuant to this Agreement.

Publisher shall have no liability whatsoever in the event of any act of God, the public enemy or government authority, labor dispute, war, civil disobedience, riot or other occurrences beyond its control which shall in any way restrict or prevent the distribution of the Homearama Plan Book. Publishers shall have no liability whatsoever, by reason of any errors, failure to publish advertising on desired dates, omissions or additions to advertisement; provided, however, that Publisher shall be obligated to adjust or rebate the charge on any advertisement or any portion of an advertisement which has been materially affected by any error of Publisher.

Any advertisement received after the date of closing may be subject to a late charge.

Advertisers are responsible for the full payment of advertisements once under contract, including advertising cancelled after closing date. If any legal steps are taken to retrieve this indebtedness, all costs will be at advertiser's expense, including reasonable attorney's fees.

Accounts not paid by open date of Homearama may be subject to 2% interest per month.

Checks should be made payable to:

Tidewater Builders Association

2117 Smith Avenue, Chesapeake, Virginia 23320. Call (757) 420-2434 for more information.

_____ Initials