

**Londonderry Home Owners Association – Newsletter Advertising Agreement**

**Customer:** \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone** \_\_\_\_\_

**Size of advertisement:**  1/8  1/4  1/2  Full-Page

**Number of consecutive months to be published:**  1  3  6

**Date of first publication:** \_\_\_\_\_

**Purchase Order #:** \_\_\_\_\_

**Newsletter Editor or other LHOA Board Director:** \_\_\_\_\_

**Invoice #:** \_\_\_\_\_

**Creative brief:**

Creative Artwork, images and text to be provided by Customer. All creative content must be provided to the Newsletter Editor by the 17<sup>th</sup> of the month in which the advertisement is to be published.

**Fee:**

Fee schedule is provided in attachment number 1

**Payment**

All invoices/fees are payable in entirety by the 17<sup>th</sup> on the month in which the first advertisement is to be published.

**2. Default in payment**

The Customer shall assume responsibility for cost outlays by Newsletter Editor or other LHOA Board Director in all collections of unpaid fees and of legal fees necessitated by default in payment. Invoices in default will include but are not limited to fees for collection and legal costs.

**3. Estimates**

The fees and expenses are not estimates. Fees are charged per attachment number 1 and are detailed on on invoice.

**4. Changes**

The Customer must assume that all additions, alterations, changes in content, layout or process changes requested by the Customer must be provided by the customer. Location and position within the newsletter may change from month to month at the discretion of the Newsletter Editor to accommodate newsletter content and layout requirements.

## **5. Expenses**

No expenses beyond the costs are anticipated to be incurred to the Customer. Should such expenses occur, they will be negotiated between The Customer and LHOA.

## **6. Cancellation**

Advertisement placement may be canceled by the Customer prior to the 17<sup>th</sup> of the month in which the advertisement is to be placed. Fees for that and subsequent advertisements that have already been paid are non-refundable.

## **7. Ownership and return of artwork**

The Newsletter Editor makes no claim to ownership of advertising content provided by the Customer. Ownership of provided advertising content is governed by local laws and any agreement between the Customer and/or the Newsletter Editor or other LHOA Board Director.

## **8. Credit Lines**

The Customer and any other creators shall not receive a credit line with any editorial usage. Invoices must be paid in full prior to advertisement insertion (17<sup>th</sup> of the month in which the advertisement is to be placed).

## **9. Releases**

The Customer shall indemnify the Newsletter Editor or other LHOA Board Director against all claims and expenses, including attorney's fees, due to the uses for which no release was requested in writing or for uses that exceed authority granted by a release.

## **10. Modifications**

Modifications of the terms of this contract must be written and authorized by both parties, involving the implementation of a new version of the contract as a whole following standard procedures of documentation and approval.

## **11. Uniform commercial code**

The above terms incorporate Article 2 of the Uniform Commercial Code.

## **12. Code of fair practice**

The Customer and the Newsletter Editor or other LHOA Board Director agree to comply with the provisions of the Code of Fair Practice (which is in the Ethical Standards section of chapter 1, Professional Relationships).

## **13. Code of fair practice**

The Customer warrants and represents that, to the best of his/her knowledge, the content provided hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned form third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Customer has full authority to make this agreement; and that the work prepared by the Customer does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Newsletter or other LHOA Board Director or others may make of the Customer's product that may infringe on the rights of others. Customer expressly agrees that it will hold the Newsletter Editor or other LHOA Board Director harmless for all liability caused by the Customer provided content to the extent such use infringes on the rights of others.

**14. Limitation of liability**

Customer agrees that it shall not hold the Newsletter Editor or other LHOA Board Director or his/her agents or employees liable for any incidental or consequential damages that arise from the Newsletter Editor or other LHOA Board Director’s failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the Newsletter Editor or other LHOA Board Director or Customer, any Customer representatives or employees, or a third party.

**15. Dispute Resolution**

Any disputes in excess of the maximum limit for small-claims court arising out of this Agreement shall be subject to remedies as provided by local and state laws in the State of Texas. The Customer shall pay all arbitration and court cost, reasonable attorney’s fees, and legal interest on any award of judgment in favor of the LHOA. All actions, whether brought by Customer or by Newsletter Editor or other LHOA Board Director will be filed in the State of Texas/Harris County.

**16. Acceptance of terms**

The signature of both parties shall evidence acceptance of these terms.

Newsletter Editor or other LHOA Board Member \_\_\_\_\_

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

Customer: \_\_\_\_\_

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

**16a. Acceptance of terms**

The action of the sending and receipt of this agreement via electronic method will hold both parties in acceptance of these terms. The Newsletter Editor/LHOA Board Member as sender and the customer as recipient will acknowledge acceptance of these terms either through an e-mail noting acceptance or acceptance is acknowledged at the beginning of any work on said project. Electronic signatures shall be considered legal and binding.

This contract is held accountable to the legal system of the United States of America and any applicable statutes held therein.

**Attachment Number 1:**

Newsletter Advertising Rates January 2011 through December 2011

	1 month	3 months	6 months
1/8 page	\$15	\$30	\$55
1/4 page	\$20	\$45	\$85
1/2 page	\$30	\$75	\$145
Full page	\$45	\$105	\$205

Custom rates available for insertion and delivery of pre-created and provided materials