

Zascianek Polish Manor House Advertising Agreement

Reference in the Agreement to “Advertiser” shall include both Advertiser and Advertising Agency, if any. Reference to “Publisher” shall mean Zascianek and its monthly publication – “Zascianek” USA, and “Zascianek” Polish.

1. This Agreement shall be in effect for _____ months, commencing on the date stated above. This Agreement automatically renews itself for like periods and conditions, unless otherwise stated, and unless any party otherwise notifies the other or others, in writing on or before the expiration date.
2. Publisher will hold Advertiser responsible for the payment of bills for advertising under this Agreement.
3. Both Advertiser and Advertising Agency will be jointly and severally responsible for payment of all bills and charges rendered under this Agreement. This Agreement supersedes any other payment relationship if different from the above which may be submitted by Advertiser or Advertising Agency in other documents or insertion orders.
4. Payment is due upon signing this Agreement.
5. All bills presented by Publisher to Advertiser will be considered correct statements of Advertiser’s obligation unless written objection is made by Advertiser, within thirty (30) days after presentation.
6. This Agreement may be cancelled at any time by Publisher for non-payment of bills or material violation by Advertiser of any condition in this Agreement. Upon such cancellation, payment for all advertising published under this Agreement will become due immediately.
7. Publisher has the right at any time to change the requirements on terms of payment in cases of delinquency of payment or impaired credit of Advertiser.
8. Advertiser or Advertising Agency agrees to pay any and all reasonable attorney fees if it becomes necessary to place for collection any bill incurred under this Agreement. The rights and remedies granted in this Agreement to Publisher are cumulative, and the exercise of those rights and remedies shall be without prejudice to the enforcement of any other right or remedy available to Publisher by law, equity or authorized by this Agreement.
9. A finance charge of 1.5 percent (18 percent annual percentage rate) will be assessed on balances remaining outstanding after 30 days. No finance charge will be assessed for a current billing period if there is no outstanding balance due from previous billing periods. No finance charge will be assessed if payments received during a billing period equal or exceed the balance owed from the previous period. Finance charges will be calculated as follows:
 - a. Start with balance forward on your account at the start of the billing period;
 - b. Subtract all credit issued and payments received;
 - c. Resulting balance (if any) is subject to finance charge of 1.5 percent (18 percent annually)
 - d. Minimum finance charge is 50 cents.
10. Non-use of space by Advertiser is Advertiser’s loss. Advertiser agrees to comply with Publisher’s deadline schedule and if it fails to do so, Publisher is relieved of any and all obligations to comply with or honor the publishing date.
11. Advertiser cannot sublet, transfer or assign any privileges under this Agreement without written consent of Publisher.
12. Advertiser accepts all terms of the current rate of \$ _____ for the advertisement description illustrated as follows:

Description	Black and White Price
Full Page	\$1,400
Half Page	\$ 700
¼ Page	\$ 360
1/8 th Page	\$180
1/16 th page	\$100

The rate will not increase during the term of the Agreement.

13. The size of the Agreement will be _____ inches wide by _____ inches high, or:
 - a. _____ 1/16 of a page in size
 - b. _____ 1/8 of a page in size
 - c. _____ 1/4 of a page in size
 - d. _____ 1/2 of a page in size
 - e. _____ 1 page in size
 - f. _____ Other _____
14. The targeted location of the Advertisement will be, in relation to the newspaper magazine,
 - a. _____ Inside back cover
 - b. _____ back cover

_____ Initials (Advertiser) _____ (Initials (Agency))

- c. _____ Inside section _____
- d. _____ Other _____

15. Publisher reserves the right to change the page location or order of the advertisements on specified pages to accommodate news and journal articles for any other reason, and to place them on the next best available page. In such cases, Advertiser will be charged the rate in this Agreement or a lesser amount if the advertisement size is smaller.
16. Publisher is not responsible for production material not called for within thirty (30) days after use.
17. All advertisements, press releases are accepted and published by Publisher on the representation that Advertiser is authorized to publish the entire contents and subject matter. Advertiser will defend, indemnify, and hold harmless Publisher and its parent, affiliates, subsidiaries, and their officers, owners, directors, employees, and agents from and against all claims, losses, damages, expenses, judgments, and liability (including attorneys' fees and costs of litigation) arising or resulting from Publisher's performance of its obligations under this Agreement, including but not limited to, allegations of libel, slander, illegal competition or unfair trade practice, infringement of copyrights and/or proprietary rights or claims of state or federal law prohibiting false, fraudulent, deceptive, or misleading advertising news, or press releases which arises from or which is claimed to have arisen from or resulted from the advertising press releases which is the subject of this application and Agreement. Without limiting the foregoing indemnification in any way whatsoever, Advertiser hereby represents and warrants that any advertising press releases it submits pursuant to this application and Agreement is truthful and in compliance with all applicable laws and regulations. The indemnity contained herein shall survive termination and/or cancellation of this Agreement. Notwithstanding the foregoing, Publisher reserves the right to refuse any advertising for any reason.
18. Advertiser expressly agrees that any damages or loss it incurs as a result of this Agreement or arising out of the Publisher's publication (or failure to publish) of any advertising is limited to the amount charged by Publisher for the portion of the advertisement in which the damage or loss incurred. Publisher is not responsible for any loss of revenue or loss of profit.
19. If any party to this Agreement is prevented to a substantial extent from carrying on its business because of fire, labor trouble, or other cause beyond its control, Advertiser will (for purposes of rate determination only) be deemed to have used during such period the daily average revenue expenditure for it in the Agreement period preceding the shutdown and Publisher is not responsible for any damages or costs incurred by Advertiser as a result of such loss.
20. Notwithstanding any statements or representations of Publisher, its employees, officers, directors, agents and representatives, Publisher does not warrant or otherwise represent that Advertiser's advertising, if accepted as provided in this Agreement, will be without errors or omission. Advertiser expressly acknowledges that errors may occur in the advertising which is the subject of this application and Agreement. Advertiser agrees that Publisher's liability, if any, for errors in, or omissions of, the advertising shall be an additional publication of the advertisement wrongly inserted or by a credit not to exceed the amount charged for the portion of the advertisement in which the error occurred. In order to qualify for such credit, written notice of a claim for an error must be sent to Publisher within seven (7) days after presentation of the bill. Credit for errors is allowed only for the first insertion.
21. The parties agree that this Agreement is governed by the laws of the State of New York.
22. This Agreement is not subject to alteration or amendment, or by written agreement of all parties.

Accepted and Agreed,

Advertiser			Zascianek Representative		
Address			Address		
City	State	zip	City	State	zip
Phone			Phone		
Signature			Signature		
Date			Date		
Printed Signature			Printed Signature		
			Accepted for Publisher		