

# VENDÔME GUIDE

ADVERTISING SPACE CONTRACT

PUBLICATION \_\_\_\_\_

CLOSING DATE \_\_\_\_\_

Advertiser Business Name \_\_\_\_\_

Advertiser Contact Name \_\_\_\_\_

Email \_\_\_\_\_

Billing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Ad Size:  Full Premium Front  Full Premium Back  Full Page Standard  Half Page  Quarter Page

Standard Ad Rate \_\_\_\_\_ Less Repeat Discount (if applicable) \_\_\_\_\_

Agreed Upon Price for Ad: \_\_\_\_\_

Comments: \_\_\_\_\_

50% Deposit due upon signing: \_\_\_\_\_ 50% due upon delivery \_\_\_\_\_

Credit Card # \_\_\_\_\_ Expiration date \_\_\_\_\_

Security code on back of card \_\_\_\_\_ Name on card \_\_\_\_\_

Cardholder signature \_\_\_\_\_

**AD PRODUCTION** Materials supplied other than final high resolution PDF to our specs will require production charges.

Ad submitted as high resolution (300dpi) PDF Submission date: \_\_\_\_\_

Ad produced by Vendôme Guide (proof submitted to advertiser via email)

Production Estimate:

Materials submitted \_\_\_\_\_

Instructions \_\_\_\_\_

Advertiser \_\_\_\_\_ Ad sales contractor \_\_\_\_\_

Date \_\_\_\_\_

White: Vendôme Guide / Yellow: Ad Sales Contractor / Pink: Advertiser

## ADVERTISING CONTRACT CONDITIONS

1. The present Agreement to publish Advertisements in the VENDÔME GUIDE publication specified is between the Advertiser and/or its Agency and/or Representative (Advertiser) and West Indies Management Company, d.b.a. VENDÔME GUIDE (Publisher).
2. All rights to photo images supplied for this publication will be given for unlimited usage and ownership to WIMCO to re-supply the company advertising and promotional image library
3. Advertisements are accepted for publication by the Publisher upon the representation that the Advertiser has the right to publish the contents thereof. The advertiser hereby agrees to indemnify, defend, and hold the Publisher harmless against any expense or loss caused by any claims arising out of the publication of its advertisement.
4. All contents of advertisements are subject to approval and acceptance by the publisher. The publisher reserves the right to cancel or refuse, for any reason and without notice, any advertisements.
5. The publisher shall have no liability for a) errors in supplied material, b) material requiring size or film conversion c) key numbers. The Publisher agrees to be liable only for the reproduction quality of final material produced by Publisher provided said material was received on or before material closing date specified in the Contract, and proofs for said material were approved by Advertiser by the date set forth in the contract. Furthermore, the Publisher shall not be liable for the accurate publication of material received after the closing date, and/or changes requested after closing date.
6. All print ads should be sent to Vendôme Guide as high resolution (300dpi) PDF files. Please note that the Vendôme Guide cannot make changes to the ad after it has been submitted. If advertiser wants to change the creative, they will need to resubmit the ad to the Vendôme Guide.
7. Proofs will be supplied via email and only for advertisements produced by the Publisher, material for which was received by closing date. Proofs must be received by the Publisher on or before the date stipulated in the Contract. Failure to observe these deadlines shall result in tacit acceptance of the advertisement, making the Contract automatically binding.
8. The Advertiser agrees that if the Publisher has not received its advertising material by the closing date agreed to in the contract, the Publisher shall be deemed to have fulfilled its obligation to the Advertiser by placing the Advertiser's name, as known to the Publisher, in small, plain black type in the space contracted by the Advertiser.
9. Positioning of advertisements is at the discretion of the Publisher except where a request for a specific preferred position is acknowledged by the Publisher contractually, in writing.
10. All cancellations must be in writing and shall not be considered accepted until confirmed by the Publisher. Cancellations or changes in orders may not be made by the Advertiser after closing date unless agreed to by the Publisher in writing. The Advertiser will be liable for payment of contracted space in the case of changes or cancellations after closing date. Advertiser shall also be liable for all production charges incurred by the Publisher in the event of cancellation on or before closing date.
11. The Publisher requires a deposit of 50% of the earned rate to be paid in U.S. Dollars when placing the advertising order, payable by credit card or check. No space reservation will be considered binding without receipt of the deposit. The balance will be billed by credit card or check upon publication of the issue for which the advertising was contracted.
12. In the event that the Publisher shall incur legal costs and attorney's fees in the collection of any account past due, the Advertiser shall pay and be obligated for all such costs and attorney's fees in addition to the amount owed the Publisher for production and/or publication of its advertisement.
13. Delay in publication and distribution for any reason shall not constitute cause for cancellation of any advertising contract, nor shall it entitle the Advertiser to any indemnity. In the event of such delay the Publisher shall, at its discretion, extend distribution beyond the end of the Contract or replace the lost distribution with additional distribution. The Advertiser shall be obligated to fulfill all considerations of the Contract in the event that substitute distribution takes place.
14. The Publisher's financial liability for any errors which appear in any advertisement for whatever reason is limited solely to the space charge for the advertisement in question.
15. The Publisher is not liable for delays in delivery and/or non-delivery in the event of an Act of God, action by any government or governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any similar condition beyond the control of the Publisher affecting production and/or delivery and/or distribution in any manner.