



Bridal Association

1901 Chester Ave 2nd Floor Bakersfield, Ca 93301
800-200-9935 or 1-866 My Wedding
www.BridalAssociationOfAmerica.com

Wedding Book 2017 Contract

Advertiser Information

Company Name: _____

Your Name: _____

Address: _____

City, St, Zip: _____

Office Phone: (____)____-____ Cell: (____)____-____

Office Fax: (____)____-____ Home: (____)____-____

Website: _____

Email Address: _____

I have read and agree to the terms and conditions on this and the reverse side of this contract

Signature: _____ Date: _____

Terms & Conditions

1. Advertiser agrees to the rates set forth in the current rate card, which is incorporated herein by reference. Advertiser further agrees to send payment with advertising order and contract.
2. Advertiser agrees to remain a member in good standing with BAOA until January 2018.
3. Advertiser acknowledges that Publisher reserves the right to place an advertisement wherever BAOA deems appropriate; unless otherwise agreed-upon.
4. Publisher is not responsible for any loss or damage to any material of the Advertiser while such material is in transit, or in the possession of the Publisher.
5. Advertiser (and its agency, if any), is solely responsible for and assumes full liability for the contents of its advertisement. Advertiser (and its agency, if any), warrants and represents that nothing contained in its advertising material infringes upon, in whole or in part, any copyright, trademark or right of privacy of any third person, firm or corporation. In the event of claims for unfair competition or copyright infringement, Advertiser will hold publisher harmless and indemnify for all legal costs.
6. Advertiser (and its agency, if any), represents that it is authorized to publish the entire contents and subject matter of the advertisement covered by this contract. In consideration of Publisher's acceptance of such advertisement for publication, Advertiser (and its agency) shall indemnify and hold harmless the Publisher against loss or expense resulting from any claims, actions or proceedings based on the contents or subject matter of such advertisement, without limitation on such indemnities.

Terms & Conditions Continued on next page



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7. Publisher makes no warranty or guarantees to use materials (Written or Photo) provided by the advertiser anywhere in the publication. All writings and photos become the property of B.A.O.A upon submission to B.A.O.A and may be used at any time in promotion of B.A.O.A, The Wedding Book, National, Local Chapter Websites or Bridal Shows and no compensation is promised or implied. Advertiser recognizes that the quality of reproduction of an advertisement is largely dependent on the quality of the material furnished by the Advertiser to the Publisher, including, and without limitation, the quality of the graphics, copy, type, etc.
8. Advertiser recognizes and agrees that the Publisher shall not be liable for:
 - a) delays in publication of the Wedding Book
 - b) failure to publish the Wedding Book;
 - c) defects in quality (i.e. errors or omissions)* where such defects are not solely the fault of Publisher; but, where they are, the Publisher's liability in no event shall be more than:
 1. returning all or a portion of the fee for the defective advertising; or
 2. running a replacement advertisement (or comparable); or running another ad at a reasonable discount, which discount shall be proportionate to the degree of error or extent of the defect;

* (Note: Defects in quality (or errors and omissions) are subjective in nature. As a general rule, if the printed matter in the ad is legible, and/or the name, address and telephone number of the Advertiser are legible, and if the reproductive quality of the advertisement falls within the margins of error allowed within the publishing industry, the advertisement shall not be considered defective. Allowances for defects in quality shall be at the sole discretion of the Publisher.)
 - d) suspension for the publication by the Publisher, (in which case advertiser may expect a full refund.)
 - e) distribution or deadline changes.
 - f) claims for defamation of character or libel. Advertiser will hold Publisher harmless and indemnify the Publisher for any and all costs of the claims.
9. The Publisher, in its sole discretion, may accept or reject all materials submitted for advertising. Publisher reserves the right to refuse to publish any material not in keeping with the style and standards of B.A.O.A.' editorial philosophy and format. If any advertising is not acceptable to B.A.O.A., the Publisher may either:
 1. refuse to accept the advertising submitted; or
 2. require, as a condition to publication, modifications that meet the style and standards acceptable to B.A.O.A.The Publisher's decision in these matters is final, binding and not subject to appeal.
10. Advertisers will be responsible for charges for additional prep or production work required to publish the ad.
11. Advertiser, and its agency, if any, are jointly and severally liable for all monies due for ads placed or contracted for in accordance with the Agreement.
12. Advertiser may not assign this Agreement in whole or in part without the prior written consent of the Publisher.
13. In the event that an action, suit or legal proceedings are initiated or brought to enforce any or all of the provisions of this Agreement, or to collect any monies due under this Agreement, the Publisher shall be entitled to such attorneys fees, costs and disbursements as are deemed reasonable and proper. Publisher's entitlement to reasonable attorneys fees and costs also applies to any appellate proceedings.
14. This document constitutes the Agreement between the parties and supersedes all prior Agreements, understandings and proposals (whether written or oral) with respect to matters covered herein. Any and all changes, modifications, alterations or amendments shall be posted online at <http://www.bridalassociationofamerica.com/membership/MembershipTermsandConditions.php> and effective unless made in writing by the parties with the same formality as the Agreement.
15. This Agreement shall be deemed executed in the State of California, and shall be interpreted and construed in accordance with the laws of the State of California relating to contracts made and performed therein. Venue shall be proper only in the County of Kern, State of California.
16. No waiver by the Publisher of any breach or default hereunder shall be deemed a waiver of any repetition of such breach or fault or in any way affect any of the terms and conditions of this Agreement.

_____ initial here



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"The Wedding Book 2017" Ad Contract

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Your Name: _____

Office Phone: (____) ____ - ____ Cell: (____) ____ - ____ Email: _____

The Wedding Book is distributed at locations throughout Kern County. Ad prices are interior pages, no guarantee of page placement.

Quantity 10,000 - Distribution 1/25/2017 -1/24/2018.

Directory Listing \$295.00

Indicate Category Desired: _____

INFORMATION TO INCLUDE (see page 3):

Company Name, Address (note do not publish if confidential), Listing Phone Number, contact or website and 200 Character description including spaces. Please check applicable payment information below:

FREE With Display Ad Paid in Full

\$295

\$715 Non Member Price

Only a Directory listing, does not include back cover listing!

1/4 page 4.50 W X 1.75 H PLUS DIRECTORY LISTING \$695.00

\$695 Member Price

\$1115 Non Member Price, includes free Directory Listing

1/2 page 4.50 W X 3.50 H PLUS DIRETORY LISTING \$995.00

\$995 Member Price

\$1415 Non Member Price

Full page 4.50 W X 7.5 H PLUS DIRECTORY LISTING \$1,695.00

\$1695 Member Price

\$2115 Non Member Price

PAYMENT

Ad Size _____ Price _____

Cash Check # _____ Visa M/C Discover AmeEx

Card # _____ Exp Date _____

Signature _____ Date: _____

