

# Texas Lone Star Ad Contract

As the membership publication of the Texas Association of School Boards (TASB), *Texas Lone Star* is sent free of charge monthly to TASB members—the local education leaders and decision markers of Texas—who purchase millions of dollars worth of school products and services every year.

Company: \_\_\_\_\_ Contact person: \_\_\_\_\_

Ad agency: \_\_\_\_\_ Agency contact: \_\_\_\_\_

Billing address: \_\_\_\_\_  
 Address is  company's  ad agency's

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Signature: \_\_\_\_\_

*Terms and conditions of this agreement are on the reverse side of this agreement.*

Size	1X	3X	6X	10X

**Circle issue(s):** Sept./Oct.    Nov.    Dec.    Jan./Feb.    March    April    May    June    July    August

\_\_\_\_\_ Bleed off edge of page (10 percent of base ad rate per insertion)

**Total** \$ \_\_\_\_\_ (See *Texas Lone Star* rate card for prices.)

**Payment options (Mail payments to TASB, Inc., PO Box 975112, Dallas, TX 75397-5112.)**

- Payment for total ad run will be submitted prior to first ad run.
- Payment for first ad in the amount of \$ \_\_\_\_\_ will be submitted prior to first ad run. Invoice me for each remaining ad prior to issue.

**If ad is to be invoiced, send contract to TASB, ATTN: Christina Velasquez, PO Box 400, Austin, TX 78767-0400 OR fax to 512.483.7159.**

- Send an invoice for each ad prior to issue.
- Send an invoice for total ad run within the next 30 days.

**Note: Each ad submission** must be accompanied by a *Texas Lone Star* insertion order. To receive an insertion order, e-mail [ads@tasb.org](mailto:ads@tasb.org).

For TASB use:	
Issue	Paid/Invoiced
Jan./Feb.	
March	
April	
May	
June	
July	
August	
Sept./Oct.	
November	
December	

For TASB use:		cc510
Amount	Check no.	
Deposit date	Deposit no.	



## Terms & Conditions

**The Application becomes an agreement only upon acceptance by the Publisher. This agreement must be on file with the Texas Association of School Boards before advertisement will run in *Texas Lone Star*.**

**DEFINITIONS.** “Publisher” shall mean the Texas Association of School Boards, Inc., and “Advertiser” shall mean the advertising applicant named herein or any advertising agency working on behalf of the advertising applicant.

**PAYMENT. First-time advertisers are required to prepay their first ads in an issue.** Payment is due within 30 days after date on invoice. Advertiser and Advertiser’s agency, if any, shall be liable for payment under this agreement. Publisher may invoice or bill Advertiser or Advertiser’s agency, at its sole discretion. If payment is not made when due, late charges, interest, and attorney’s fees at the maximum rate permitted by law may be charged by Publisher to Advertiser or Advertiser’s agency. Notice of demand for payment to Advertiser or Advertiser’s Agency shall be deemed notice to both. Payment by Visa, American Express, MasterCard, Discover, or check or money order is accepted.

**SUBMISSIONS.** Properly formatted camera-ready material shall be submitted to Publisher. Failure to timely submit materials may result in republication of a prior ad or billing of Advertiser for the devoted space. Advertiser is solely responsible for the accuracy of the submitted copy.

**PUBLISHER RESERVATIONS.** The Association is committed to open market competition and compliance with laws governing free enterprise. Publisher reserves the right, in its sole discretion, to:

- (a) refuse any advertisements for any reason, including without limitation, political candidate, referendum, or agenda ads, political action committees, special-interest groups; inappropriate ads endorsing products or services deemed not suitable to Publisher’s audience or in conflict with Publisher’s mission or purposes; ads conflicting with services, products, or programs offered by Publisher or its affiliates; or ads in breach of any of Advertiser’s representations or warranties;
- (b) change the design or content of its publications without notice;
- (c) print the words “paid advertisement” at the top of any ad that might be confused with editorial content; and
- (d) cancel this agreement upon 10 days written notice to Advertiser. In the event of a cancellation pursuant to this subsection, Publisher will refund any unused fees paid by Advertiser. Publisher will not be liable to Advertiser for any loss resulting from this cancellation. The refund will be the sole and exclusive remedy of Advertiser.

**ADVERTISER REPRESENTATIONS AND INDEMNITY.** Advertiser represents and warrants that:

- (a) it has read these Terms & Conditions;
- (b) facsimile or photocopies of this executed agreement may be relied upon by either party;
- (c) the materials submitted are not libelous, obscene, invasive of the privacy of any third party, and accurately portrays the goods and services offered by Advertiser;
- (d) no further permission or license is required of any third party prior to publication of the submitted material;
- (e) it is not prohibited from entering into this agreement and all advertisements submitted pursuant to this agreement comply with all federal and state laws, including but not limited to restrictions relating to unfair and deceptive trade practices and consumer protection; and
- (f) publication of the submitted material does not infringe any copyright or other proprietary right held by any third party. Advertiser will indemnify and hold harmless Publisher for any breach of these representations, including judgments, attorneys’ fees, costs, and other damages.

**LIMITATIONS OF LIABILITY.** Publisher shall not be liable for failure to publish an ad due to labor disputes, accidents, fires, Acts of God, or any other circumstance beyond the control of Publisher. In no event will Publisher liability hereunder exceed amounts paid by Advertiser to Publisher under this agreement. This agreement may not be invalidated due to typographical errors, incorrect insertions or omissions resulting from Publisher’s actions. If Advertiser notifies Publisher of Publisher’s error within 30 days of the mailing date of the *Texas Lone Star*, Publisher will run a correction for the incorrect portion of the advertisement. Publisher is not liable for any loss resulting from an incorrect advertisement. Advertiser’s sole and exclusive remedy is the correction made by Publisher.

**ENTIRE AGREEMENT.** This is the entire agreement between the parties concerning the subject matter herein and maybe amended only in writing signed by both parties.

**CHOICE OF LAW AND VENUE.** This Agreement shall be governed and construed in accordance with the law of the State of Texas and venue for any cause or suit arising hereunder shall lie in Travis County, Texas.

**WAIVER.** Waiver by Publisher of any right hereunder shall not operate as a waiver of any other remedy.