



## 2009 OCEAN CITY GUIDE ADVERTISING CONTRACT

This is an agreement between the **Ocean City Guide, Inc.** a Maryland corporation, engaged in the publication of the Ocean City Guide, (*hereinafter collectively referred to as the Chamber*, and (*hereinafter referred to as the Advertiser*.) Now, in consideration of the mutual promises herein contained, it is agreed and understood as follows:

1. The Advertiser hereby agrees to a place the following:
  - A. Size \_\_\_\_\_ (Full, 1/2, 1/4, other)
  - B. Publication: **OCEAN CITY, MARYLAND GUIDE 2008**
  - C. Guaranteed Page# Requested \_\_\_\_\_ (Call for availability - add 10% for guaranteed non-premium position)
  - D. Ad Rate = \$ \_\_\_\_\_ (Due in full by 10/1/08)
2. Advertiser hereby instructs the Chamber as follows: (please check one)
  - \_\_\_\_\_ Repeat my ad from the 2008 Publication
  - \_\_\_\_\_ We plan to make copy/art changes to our ad this year and we understand these revisions should be submitted to the Chamber on or before **September 15, 2008.**
  - \_\_\_\_\_ We are first-time advertisers and understand all copy and art in the format specified with color proof and submitted to the Chamber on or before **September 15, 2008.**
3. **Payment in full** for advertising space shall be due **October 1, 2008.** Advertisements not paid in full by this date may result in omission from publication. In addition to the above, the Advertiser agrees to pay for all preparatory charges, ad changes from the previous year, and all production changes connected with said ad as billed by the Chamber and/or its approved graphic design agent at a later date.
4. If payment for any charges (space fee, production charges, etc.) is not received by the Chamber when due, a finance charge of one and one half percent (1/2% per month), annual rate of 18%), will be due and payable on all outstanding balances. Should the Guide be compelled to resort to legal action for the collection of payments due, Advertiser promises to pay, in addition to payments and finance charges due, all court costs, plus thirty-three and one third percent (33 1/3%) for attorney's fees or attorney's fees in such greater percentage as may be deemed reasonable to by the court rendering judgment.
5. Artwork and copy for all advertisements are subject to the approval of the Chamber prior to acceptance for publication. All artwork, photography, and copy prepared by the Chamber shall remain the property of the Chamber and cannot be used by the Advertiser without the express written consent of the Chamber.
6. All advertisements are accepted and published by the Chamber upon the representation that the Advertiser authorized the Chamber to publish the entire contents and subject matter thereof. In consideration of the Chambers acceptance of such advertisements for publication, the Advertiser jointly and severally agrees to indemnify the Chamber for any loss or expense, including reasonable attorney fees, resulting from claims or suits based upon contents or subject matter of such advertisements, including without limitation, claims or suits of privacy, libel, plagiarism, and infringement of trademarks and copyrights.
7. Advertisements will not be published without a signed contract.
8. Advertiser will be given a proof of their ad to ensure accuracy. (in person or by e-mail) If advertiser does not sign off on their proof (in person or by e-mail) by time of printing, the Chamber will not be responsible for any mistakes or misprints in the ad content, photographs, etc.

The undersigned, jointly and severally, guarantees payment of the above contract as an authorized agent of said Advertiser. **Please make checks payable to "Ocean City Guide"** and mail to Ocean City Chamber of Commerce, 12320 Ocean Gateway, Ocean City, MD 21842

Business Name (please print)

Printed Name of Authorized Agent & Title

\_\_\_\_\_

Authorized Signature

Phone

Date

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