

**Aiken Performing Arts, Inc.**  
**Advertising Agreement**

I (we) hereby request to insert and publish in \_\_\_\_\_ consecutive issues of the Aiken Performing Arts, Inc. program, published by the Aiken Performing Arts for each of its' major performances, advertisements of our business, products or services as follows:

Name of Advertiser:	Telephone:	Contact Person:
Mailing Address (include street, city, state, zip)	e-mail address:	
Size of Advertisement:	Number of Insertions:	
Location of Advertisement:	Timing of First Insertion:	
Charge per insertion(s)                      \$	APA Advertising Coordinator:	

1. **Advertising Copy:** Advertiser shall furnish us with camera ready copy of each advertisement that is to appear in the program. The subject matter, form, wording, illustration artwork and typography of the copy shall be subject to approval, but, unless otherwise authorized in advance, no change shall be made in the copy without consent.
2. **Delivery:** Advertiser shall deliver to the APA the copy of the advertisement for each issue at least two weeks prior to the closing date specified for the particular issue.
3. **Warranty as to Copy:** Warrant to the APA that the copy submitted will not infringe any common law or statutory copyright, right of privacy or any other right of any person, firm, entity or corporation and that it will contain no matter that is libelous, scandalous, or otherwise objectionable. We shall have the right to reasonably decline to publish any advertisement. We hereby agree to indemnify and hold harmless from and against any and all liability, claims for damages, loss, cost of expense (including reasonable counsel fees) that may incur or suffer arising out of or relating to the copy or breach of this warranty.
4. **Labeling:** Any advertisement or advertising copy consisting of material resembling news, editorial matter, or cartoons will carry the word "advertisement" conspicuously at the head thereof.
5. **Payment:** A payment in the sum of \$ \_\_\_\_\_ for the insertion of an advertisement in the specified number of issues will be due with the submission of all advertising copy and all advertising must be pre-paid before publication can occur.
6. **Failure to Publish:** We retain the right to omit advertisements in any issue of the program in which the space allotted to advertising has been preempted. In such an event, this agreement shall be automatically extended for another Period of Publication. Moreover, failure to publish advertisement in any particular issue for reasons beyond our control shall not constitute a breach of this Agreement. Additionally, we reserve the right to alter or reject any advertisement that contravenes rules for acceptance of advertising, or that in our opinion may expose us to any liability. Failure to exercise this right shall not, in any way, relieve the obligation to indemnity pursuant to Paragraph 3 above.
7. **Proof of Insertion:** Within 14 days after publication, you shall be furnished with a single copy of the program in which the advertisement will appear.
8. **Cancellation:** We shall have the right to cancel this agreement at any time if (a) there is a default in the payment of monies due hereunder, and such default continues for ten (10) days, or (b) if otherwise breaches of any other terms of this agreement occur.
9. **Imposition of Tax:** If any municipal, state or federal authority imposes a tax on the publication of advertisements, then advertiser shall pay all applicable taxes, included with the submission of their ad copy.
10. **Non-Assignment:** This contract is not assignable or transferrable by us.
11. **Discrepancies:** This is an Agreement by and between (name of advertiser) \_\_\_\_\_ and the Aiken Performing Arts, Inc. We agree that in the event any claim or dispute arising out of this Agreement or pertaining to the subject matter hereof, shall assert any such claims or pursue any such dispute only against the Aiken Performing Arts and will make no claim of any kind whatsoever against Aiken Performing Arts, Inc.

The foregoing, when countersigned below, will constitute a binding agreement.

Name of Advertiser: \_\_\_\_\_  
(Name/title)

By: \_\_\_\_\_