



# THE ORANGE COUNTY BAR ASSOCIATION

## DISPLAY ADVERTISING CONTRACT – *The Briefs Magazine*

### DIRECTIONS:

- Please download this PDF.
- Save to your desktop or folder.
- Complete the form and save it again.
- Email the completed PDF to Ursula Gallagher at [urslag@ocbanet.org](mailto:urslag@ocbanet.org)
- **Submission Deadline:** The 10<sup>th</sup> of the month prior to the month of publication

This is an advertising contract (the “Contract”) between **The Orange County Bar Association** (“OCBA”) and \_\_\_\_\_ (“Advertiser”), dated \_\_\_\_\_.

### BACKGROUND

The OCBA publishes *The Briefs* magazine nine (9) months during the year (excludes April, Sept., and Dec. issues.) The OCBA desires to sell Advertiser, and Advertiser desires to purchase, advertising space in *The Briefs* magazine. Accordingly, the parties agree as follows:

1. **Term.** This Contract shall be effective for the term length specified below starting on \_\_\_\_\_.
2. **Insertion of Advertising.** OCBA agrees to insert advertisement(s) in the size/color selected according to the insertion schedule selected below. Sizes are width x height.

<b>COLOR ADS</b>	<input type="checkbox"/> Color Full Page Inside Front Cover 7.5" x 10" OR 8.75" x 11.25" for full bleed	<input type="checkbox"/> Color Full Page Inside Back Cover 7.5" x 10" OR 8.75" x 11.25" for full bleed	<input type="checkbox"/> Color Page Back Cover 7.5" x 7" OR 8.75" x 7.625" for full bleed	<input type="checkbox"/> Color Full Page Magazine Inside Pages 7.5" x 10" OR 8.75" x 11.25" for full bleed	<input type="checkbox"/> Color ½ Page 7.5" x 5"	<input type="checkbox"/> Color ¼ Page 3.75" x 4.9375"	<input type="checkbox"/> Color 1/6 Page 4.9375" x 2.375"
<b>BLACK &amp; WHITE ADS</b>	<input type="checkbox"/> BW Full Page Magazine Inside Pages 7.5" x 10" OR 8.75" x 11.25" for full bleed	<input type="checkbox"/> B/W ½ Page 7.5" x 5"	<input type="checkbox"/> B/W ¼ Page 3.75" x 4.9375"	<input type="checkbox"/> B/W 1/6 Page 4.9375" x 2.375"			

Insertion Schedule:

- June, 20\_\_\_\_   
  July, 20\_\_\_\_   
  August, 20\_\_\_\_   
  October, 20\_\_\_\_   
  November, 20\_\_\_\_  
 January, 20\_\_\_\_   
  February, 20\_\_\_\_   
  March, 20\_\_\_\_   
  May, 20\_\_\_\_

3. **Payment.** Advertiser agrees to pay OCBA \$ \_\_\_\_\_ per ad for the insertion of \_\_\_\_\_ display ads totaling \$ \_\_\_\_\_.
4. **All Advertisers and Advertising Agencies are jointly responsible for payment of all insertions.**
5. **Cancellations.** Cancellations are not accepted. Advertiser will be billed for full amount at the contracted rate.
6. **Advertisement.** (Type of advertising – attach copy if necessary/available). Copy corrections cannot be guaranteed after deadline date. On contracts with multiple months, advertisement will be repeated if change is not received by deadline.
7. **Position of Advertisement.** The location of the advertisement(s) provided for by this Contract shall be at the discretion of OCBA, unless priority placement is guaranteed.
8. **Printing Errors or Omissions.** This Contract is not subject to cancellation or termination because of any printing errors or omissions. Any errors or omission shall be corrected by OCBA and made good by additional publication. OCBA’s liability for any errors or omissions is limited solely to correction and republication.

9. **Approval of Advertising.** The subject matter, form, size, working, illustration, and typography of the advertising artwork provided for by this Contract shall be subject to the approval of OCBA, but OCBA shall make no changes in such advertisement without Advertiser consent. No proofs of final version will be provided. **Attorneys only:** The OCBA is not responsible for ensuring compliance with Florida Bar regulations or verifying Florida Bar pre-approval for advertisements in *The Briefs* magazine, and will not be responsible for any penalties or disciplinary actions resulting from failure to comply with the aforesaid.

Accepted: \_\_\_\_\_ (initial here)

10. **Charges: Type and Style.** Any revisions, special handling of electronic files, artwork, alterations, design, layout, and typesetting will be billed at an additional charge to the advertiser. The OCBA shall set the advertisement in the type or style, which, in the OCBA's opinion, most closely correspond to the requested type or style.
11. **Change of publication schedule.** OCBA reserves the right to change the publication schedule without prior notice.
12. **Indemnification of OCBA.** Advertiser represents that OCBA is authorized to publish the contents and subject matter of the advertisement covered by this agreement. Advertiser agrees to indemnify OCBA against any loss or expense resulting from any claims, actions, or proceedings based on the contents or subject matter. The Advertiser hereby represents and warrants that the Advertiser is the sole and exclusive owner of all right, title and interest to all content in the advertisement and the advertisement does not infringe the rights of any other person or entity. The Advertiser further agrees to indemnify and hold the OCBA harmless should a third-party claim that its copyright or other rights were violated through publication of the advertisement.
13. **Rates.** All rates are based on electronic files furnished in accordance with the specifications at item 17 below.
14. **Entire Agreement: Modification.** This Contract contains the final, complete, and exclusive expression of the understanding among the parties with respect to the transactions contemplated by this Contract and supersedes any prior or contemporaneous agreements or representation, oral or written, by any of them.
15. **Binding Effect.** This Contract is binding on and is for the benefit of the legal and personal representatives, successors, heirs, or assignees of the parties.
16. **Choice of Law and Venue.** This Contract shall be governed by, and construed and enforced under, the laws of Florida. Any action at law, suit in equity, or other judicial proceeding arising out of or related to this Agreement shall be instituted and maintained exclusively in the courts of Orange County, Florida, and each party waives the right to change venue.

#### 17. PRODUCTION PRINTING REQUIREMENTS

- Camera-ready artwork only.
- Preview your file before final submission. Files not properly prepared, or with missing elements or other problems, will be returned to Advertiser.
- Prepare file at 100% size.
- Turn off compression for all images and graphics.
- Convert all fonts to outlines/curves/paths or provide all printer and screen fonts.
- Embed all images and graphics or submit images as a separate file.
- Submit color ads in CMYK color mode.
- See ad sizes in table on previous page for size specifications – bleed and non-bleed ads.
- Acceptable File Types: pdf, eps, tif, psd, or jpg; 300 dpi to 1200 dpi. **No Microsoft Publisher ads or ads formatted in Microsoft Word.**

#### AD DESIGN SERVICE

If needed, you may contract the OCBA's preferred vendor, Cathy Hébert, at [trinitycathy@yahoo.com](mailto:trinitycathy@yahoo.com), or 970-331-6491.

#### PAYMENT INSTRUCTIONS

Payment in full is required for ad to run in the requested issue of *The Briefs*. Please fill out the credit card form and submit entire contract to Ursula Gallagher at [urslag@ocbanet.org](mailto:urslag@ocbanet.org). Pre-payment for multiple issues requested is preferred.

**ADVERTISER INFORMATION:**

Advertiser: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**CREDIT CARD AUTHORIZATION:** (We accept AMEX, Visa, MasterCard and Discover)

Credit card #: \_\_\_\_\_  
Exp. date: \_\_\_\_\_  
Authorization Code: \_\_\_\_\_ Amount of purchase: \$ \_\_\_\_\_

I authorize the use of this credit card for the purchase of: *Please specify below*

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Email receipt to: \_\_\_\_\_

Email completed form and advertising artwork to Ursula Gallagher at [urslag@ocbanet.org](mailto:urslag@ocbanet.org)

Please type additional comments and special instructions below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



FOR INTERNAL OCBA USE ONLY

Approved     Not Approved – Further Communication Required

Ursula Gallagher, Advertising and Sponsorship Manager  
880 N. Orange Ave. • Orlando, FL 32801 • Phone: 407-422-4551 ext. 244 • Email: [urslag@ocbanet.org](mailto:urslag@ocbanet.org)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_