

# NORTHERN NEW MEXICO ARTCATALOGUE

WWW.NNMAC1.COM



# ARTCATALOGUE by the Sea

WWW.ARTCATALOGUEBYTHESEA.COM

Advertiser's Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Ad Size: \_\_\_ Double Page Spread \_\_\_ Full Page \_\_\_ Inside Front Cover \_\_\_ Inside Back Cover \_\_\_ Back Cover \_\_\_  
Rate: \$ \_\_\_\_\_ Deposit Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_  
Balance Amount: \_\_\_\_\_ State Sales Tax: \$ \_\_\_\_\_ Total Amount Due: \$ \_\_\_\_\_ Due Date: \_\_\_\_\_  
Payment Method: \_\_\_\_\_ Check (Desperado Partners, LLC) \_\_\_\_\_ Credit Card: \_\_\_\_\_

- All payments are due within 30 days of invoice date. State Sales Tax will be added at time of invoicing. (if applicable)
- Returned check charge: \$75
- Balances not paid within 30 days after invoice are subject to late charge equal to 2% per month (24% per year) of the unpaid balance.
- Unpaid balances after 90 days will be turned over to an attorney for collection. Advertiser will be responsible for all expenses including but not limited to attorney's fees, court costs, and expenses related to the collection process.
- Publisher reserves the right to reject or cancel an advertisement, insertion order, space reservation, or position commitment at any time. All ads are subject to the publisher's approval.
- Advertising placement cannot be guaranteed.
- Right to Publish: Advertisements are accepted upon the representation that the advertiser and its legal agency have the right to publish the contents thereof. Advertiser and its agency agree to indemnify and hold Desperado Partners, LLC harmless against any expense or loss by reason of any claims against Desperado Partners, LLC.
- Publishing specifications are subject to change at any time without notice.
- Interruption: Publisher is not liable for delays and/or non-delivery in the event of an act of God, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the publisher affecting production or delivery in any manner.
- All contracts are legal and binding - no cancellations are accepted.
- Photo and Ad Re-Use/Reproduction: Photos and/or ads produced by Desperado Partners, LLC are the sole property of Desperado Partners, LLC. Advertisers cannot re-use ad or photograph for any other advertising, print, web/internet, or internal publications without written permission from Desperado Partners, LLC per case. If customer submits in writing a request for reuse, Desperado Partners, LLC will negotiate use charge based on medium, circulation, quantities, frequency over time period.
- Ad Design Production Procedure: After contract is signed, Desperado Partners, LLC's photographer will schedule with advertiser a photo shoot time/date, the art department will email Advertiser and Ad Copy Agreement. Once both are complete, Desperado Partners, LLC will email Advertiser a pdf file/proof for approval. All Advertisers receive only one photo session per ad and one design proof. Each Advertiser is allowed minor changes to layout, such as moving a headline or changing color of type. Additional production charges will incur at a rate of \$150/hour for photography, \$95/hour for copy or design changes.
- Photo Shoot: If Advertiser cancels session less than 48 hours prior to session or does not show up, the advertiser will be charged a fee of \$150.
- Any supplied logos, photos, and/or ads that need conversion to correct DPI format will be charged extra at the rate of \$95 per hour.
- Advertisers submitting their own ads must follow Desperado Partners, LLC design guidelines and submit ads by production deadline. If deadline is missed, Desperado Partners, LLC is not liable to return any monies collected from Advertiser.

## Other Amendments

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Authorization: I am an authorized agent for the Advertiser named above and I am authorized to make and execute this contract on the Advertiser's behalf. I further certify that I have read, understand, and accept the advertising rates, specifications, and design guidelines outlined in the Desperado Partners, LLC Media Kit. I hereby personally guarantee and bind Advertiser listed above to the terms of this contract and all payment obligations listed above.

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_