

# GATEWAY

T O T H E E A S T V A L L E Y

GATEWAY PUBLISHING, INC. • 2500 S. POWER ROAD • SUITE 225-1 • MESA, AZ 85209 • (480) 834-8335

## BILLING INFORMATION

**BILL ADVERTISER**

Company Name: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

**BILL AGENCY**

Agency Name: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

## AD INFORMATION

Check if this contains a change order from a previous insertion order.

| Issue                            | Closing Date | Materials Due | Dist Date | Materials:                       | Ad Size:                                    | Ad Color:                                |
|----------------------------------|--------------|---------------|-----------|----------------------------------|---|--|
| <input type="checkbox"/> Feb '10 | 12/31/09     | 1/5/10        | 2/10/10   | <input type="checkbox"/> New     | <input type="checkbox"/> Full Spread        | <input type="checkbox"/> Full Color      |
| <input type="checkbox"/> May '10 | 3/31/10      | 4/5/10        | 5/10/10   | <input type="checkbox"/> Pick up | <input type="checkbox"/> Full Page          | <input type="checkbox"/> 2 Color         |
| <input type="checkbox"/> Aug '10 | 6/30/10      | 7/5/10        | 8/10/10   |                                  | <input type="checkbox"/> 1/2 H              | <input type="checkbox"/> Black and White |
| <input type="checkbox"/> Nov '10 | 9/30/10      | 10/5/10       | 11/10/10  |                                  | <input type="checkbox"/> 1/2 V              |  |
| <input type="checkbox"/> Feb '11 | 12/31/10     | 1/5/11        | 2/10/11   |                                  | <input type="checkbox"/> 1/4                |  |
| <input type="checkbox"/> May '11 | 3/31/11      | 4/5/11        | 5/10/11   |                                  | <input type="checkbox"/> Inside Front Cover |  |
|                                  |              |               |           |                                  | <input type="checkbox"/> Inside Back Cover  |  |
|                                  |              |               |           |                                  | <input type="checkbox"/> Back Cover         |  |
|                                  |              |               |           |                                  | <input type="checkbox"/> _____              |  |
|                                  |              |               |           |                                  | <input type="checkbox"/> _____              |  |

Ad Material Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Ad Title and Description:

Ad Materials:  Enclosed  Emailed to \_\_\_\_\_

Uploaded to FTP site  Ad build (additional cost)

Pick up from issue: Issue Month/Year: \_\_\_\_\_  Other: \_\_\_\_\_

### ELECTRONIC FILE SPECIFICATIONS:

We accept composite PDF files only. Please send via FTP, email, CD, or DVD. Color correct proof must accompany all digital files.

We cannot guarantee accurate color reproduction without a press-ready color proof. Email digital files to [gatewayads@sandboxagency.com](mailto:gatewayads@sandboxagency.com)

All Ad materials should be sent to: Gateway Publishing, Inc., 2500 S. Power Road, Ste. 225-1, Mesa, AZ 85209, (480) 834-8335

**BILLING:** for terms, policies and guidelines, see the reverse side.

Cash  Check  Visa  MC  AMEX

Charges will process within 2 weeks of magazine publication.

Card Number: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Credit Card Signature: \_\_\_\_\_

I agree to the terms on the reverse side.

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

Printed Name: \_\_\_\_\_

Rate: \_\_\_\_\_

Discount: \_\_\_\_\_

Other: \_\_\_\_\_

Total Amount per issue: \_\_\_\_\_

Sales Rep: \_\_\_\_\_

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

# TERMS AND CONDITIONS

## I. This Document

- A. There is no agreement between the Advertiser and Publisher in addition to or otherwise than herein stated. This document contains the whole agreement between Advertiser and Publisher and is governed by Arizona law. The Maricopa County Superior Court shall have sole and exclusive jurisdiction and venue for any disputes arising out of this agreement.
- B. The Advertiser warrants that he is the duly appointed agent or authorized representative of the product or service advertised and it is understood that the advertising applied for will be solely for advertising the products or services he represents and that the periodical advertising applied for is not subject to resale. The Advertiser further warrants and represents that the description of the product or service advertised is true in all respects
- C. The person signing this document warrants that he or she is authorized to sign it.
- D. This document, if accepted by the Publisher, shall become a binding obligation upon the Advertiser and its Agency with respect to each specified item of advertising on the Deadline Date of the issue in which such advertising is to be inserted.
- E. The terms and conditions of the current rate card, receipt of which is acknowledged by the Advertiser, are incorporated in these terms by reference.

## II. Publisher's Rights

- A. Conditions, other than rates, are subject to change by Publisher without notice.
- B. The Publisher reserves the right at all times to edit, reject or discontinue any or all advertising matter at its sole discretion. In the event of rejection or discontinuance, the Advertiser shall be given a pro rata refund.
- C. Positioning of advertisements is at the sole discretion of the Publisher.
- D. The Publisher reserves the right to restrict or refuse advertising where (a) the advertising ordered by the Advertiser contains willfully false statements, willfully serves to mislead the public or, (b) the Publisher has had complaints from readers and/or city, state, federal, or other regulatory agencies which indicate the Advertiser may be engaging in unethical business practices or (c) where such advertising is not consistent with policies, practices and/or other content of the publication.

## III. Payments & Cancellations

- A. The charges shown on this advertising agreement will be due when bills are rendered except where prepayment is required. In the event the Advertiser fails to pay promptly any amount due, all amounts remaining to be paid for the advertising shall become due and payable together with interest at the rate of 18% per annum, compounded monthly, plus reasonable attorney's fees and court costs. The Publisher reserves the right to require payment in advance of publication for all or part of the charges for the advertising for any issue.
- B. The Publisher has the right to hold the Advertiser and/or its Advertising Agency jointly and severally liable for all monies due to the Publisher for the advertising placed.
- C. Changes or cancellations must be received by the Publisher in writing before the deadline or closing date of the issue in which cancellation is requested. Production charges will be invoiced to the Advertiser according to the Publisher's established policy and rates.

## IV. Errors And Liability

- A. The Publisher is not liable in any way for any delays in delivery of the publication due to any act or condition that is beyond the control of the publisher.
- B. The Advertiser agrees that the Publisher shall not be liable to correct any omission or error in any advertisement, nor will the Publisher be required to give any special notice thereof of any type to anyone prior to the next regular scheduled publication of its periodical.
- C. In the event of any error in, or omission of, all or any part of an advertisement, the Publisher's liability shall be limited to a pro rata abatement of the charges payable for such advertisement during the service life of the publication issue in which such error or omission occurs in the same proportion that such error or omission reduces the value of the entire advertisement. In no event shall the Publisher's liability to the Advertiser for all claims of any kind for loss or damage arising out of or resulting from any such error or omission exceed the total of such charges payable for the advertisement. In no event shall the Publisher be liable for any loss of the Advertiser's business, revenues or profits, the cost to the Advertiser of other forms of advertising, or special, consequential or penal damages of any nature. The foregoing provisions shall constitute the Publisher's sole liability to the Advertiser and the Advertiser's exclusive remedy against the Publisher in the event of such error or omission, and not otherwise.

## V. Protection Of Copyrights

- A. Advertisements are accepted upon the representation that the Advertiser and its agency have the right to publish the contents thereof. In consideration of such publication, the Advertiser and its agency agree to indemnify and hold Publisher harmless against any expense or loss by reason of any claims arising out of publication.
- B. The Advertiser assumes sole responsibility for the protection of copyright in any writing, pictorial illustration, design, map, photograph, or combination thereof included in its advertising material submitted to the Publisher.
- C. The Advertiser warrants that all advertising matter submitted shall not violate any rights of any person, firm, corporation, or entity including but not limited to copyright and trademark rights.

## VI. Ad Specifications

- A. Ad specifications and instructions are provided to the advertiser by Gateway Publishing, Inc.
- B. All ads must be sent in high resolution, process color PDF format at actual size the ad will run at.
- C. We require a hard copy composite color proof to accompany each ad and cannot guarantee accurate color reproduction without a color match proof.
- D. We reserve the right to resize (at your cost) or refuse any ads submitted incorrectly.
- E. Please send ads via email at gatewayads@sandboxagency.com, mail a CD or DVD (must be received by material due date) or upload your file to our FTP site (instructions provided on request)