

2011 ADVERTISING AGREEMENT

The Illinois Association of REALTORS® (IAR) agrees to publish the display advertisement of the undersigned Advertiser in the *Illinois REALTOR*® Magazine under the following terms and conditions:

2011 PRODUCTION SCHEDULE:

<input type="checkbox"/> January 2011 (Closing: Nov. 8, Art Due: Nov. 15)	<input type="checkbox"/> April 2011 (Closing: Feb. 1, Art Due: Feb. 15)
<input type="checkbox"/> July 2011 (Closing: May 2, Art Due: May 16)	<input type="checkbox"/> October 2011 (Closing: August 1, Art Due: August 15)

SPECIFICATIONS:

<input type="checkbox"/> Full Page 8.375" x 10.875"	<input type="checkbox"/> 1/2 Page (horizontal) 7.5" x 4.75"	<input type="checkbox"/> 1/4 Page (vertical) 3.75" x 4.75"
<input type="checkbox"/> 1/8 page (horizontal) 3.75" x 2.25"	<input type="checkbox"/> 2 page spread 16.75" x 10.875"	<input type="checkbox"/> Inside Front Cover
<input type="checkbox"/> Inside Back Cover	<input type="checkbox"/> Back Cover	PRINT SPECS:
		<input type="checkbox"/> Black/White <input type="checkbox"/> Color

COST:

Insertion Rate:	
Total Number of Insertions:	
Additional Charges:	
Total Commitment:	

*Full page (trim size) 8 3/8" x 10 7/8"
(full page ads should include 1/4" bleeds)

- It is understood and agreed that all insertions herein ordered will be published within a twelve-month period from the date of first insertion. The Advertiser, or their Agent, if applicable, agrees to the insertion rate and the Total Advertising Commitment as outlined above in this Agreement. **First insertions and one-time contracts are payable in advance of the closing date.** The Advertiser, or their Agent, if applicable, agrees to pay for advertising covered by this Agreement at the office of the publisher within 30 days of billing by the publisher. The agency discount will be disallowed if the account is not paid within 30 days of the invoice date. If the Advertiser, or their Agent, fails to pay IAR in full within 30 days of billing, the outstanding balance shall bear interest at a rate one and one half percent (1 ½ %) per month from the date of billing. IAR will invoice the advertiser or advertising agency immediately after publication and will send one tear sheet as proof of insertion. Non-receipt of tear sheets and/or checking copies is not accepted as a reason for nonpayment. The Advertiser and Advertising Agency, if applicable, agrees to reimburse IAR for all costs, expenses and attorney fees incurred in collecting past due amounts, or in enforcing the terms of this Agreement. Advertiser agrees that IAR may charge any balance outstanding for more than 30 days to the credit card listed below.
- All cancellations must be submitted in writing prior to the closing deadline indicated on the editorial calendar, which the advertiser acknowledges receiving as part of the media kit. Notification is the sole responsibility of the advertiser. An advertiser canceling a frequency schedule will pay a cancellation fee equal to the difference between the shorter frequency rate and the original contracted frequency for each ad run.
- IAR does not guarantee or agree to place the advertisement in a specific position in the *Illinois REALTOR*®, unless the advertiser reserves either the inside front cover, inside back cover, outside back cover or center spread.
- Advertising materials should arrive camera ready, according to specifications in this advertising agreement, and be received by IAR prior to the material due date indicated on the editorial calendar. Advertisers will be permitted to change the copy for each insertion provided all materials are received by IAR prior to the materials due date. Advertiser agrees to pay any costs incurred by IAR relating to additional preparation and production expenses for the advertising specified in the Agreement. These additional costs include, but are not limited to, those incurred for typesetting, changes, screens, artwork and other such production work. These costs shall be invoiced along with the cost of advertising. When new copy is not furnished to IAR before the materials due date, or the new copy is rejected by IAR for any reason, IAR shall repeat the advertisement of the advertiser which last appeared in the *Illinois REALTOR*®.
- All advertising is subject to approval by IAR. Publisher reserves the right to reject or cancel any advertisement deemed inappropriate for the publication. Advertiser acknowledges and agrees that the Publisher reserves and has the right to reject or cancel any advertisement for any reason that the publisher determines to be good and sufficient cause.

6. Advertisers and advertising agencies shall assume liability for all content (including text, representation and illustrations) of advertisements printed. Advertiser hereby agrees to indemnify IAR and hold it harmless from any claims which may be asserted against IAR by others by reason of the content of any advertisement published in the *Illinois REALTOR*[®] pursuant to this Agreement. Indemnification shall include payment of all damages, expenses, costs and reasonable attorneys fees incurred by IAR in defending any such claim.
7. A commission of 15% of gross billing is allowed (as a discount) to recognized advertising agencies on space, color and position only, provided the account is paid within 30 days of invoice date. Advertisers and advertising agencies are jointly responsible for payment of all insertions.
8. The publication of any advertisement of a product, service or education idea is not in any way to be construed as the approval, guarantee, or endorsement of IAR of such product, service or idea, and the publisher reserves the right to affirm such fact in the publication. Competitors in the area of Pre-License, Continuing Education and publications will not be permitted to advertise their Pre-License and CE programs or courses and publications in the *Illinois REALTOR*[®]. Only those real estate salespersons and brokers who are members of the Illinois Association of REALTORS[®]/National Association of REALTORS[®] will be allowed to advertise in the *Illinois REALTOR*[®]. IAR will not accept display advertising for broker-referral systems or programs for placement in the *Illinois REALTOR*[®].
9. The Advertiser/Advertising Agency agree that any right of recovery they may have against IAR for failure to publish, inaccurate publishing or for any other reason shall be limited to a refund of its charges which may have been paid to it, or as an option, to publish the tendered advertising in the next available issue.
10. The word "advertisement" may be placed with copy that, in the publisher's opinion, resembles editorial or news matter or that the publisher believes resembles a promotion of services also offered by IAR. No advertising will be accepted which simulates or resembles *Illinois REALTOR*[®] editorial or news matter. The publisher reserves the right to reject or to cancel any advertising not considered suitable for publication.
11. The publisher may change published rates in an advertising agreement at any time. However, advertisers under contract will be rate protected as per the terms of the advertising agreement.
12. The term REALTORS[®] is registered -- it should be in all capital letters and must be followed by a Registration mark (®). Use of membership marks or any trademarks of the Illinois Association of REALTORS[®] or any of the NATIONAL ASSOCIATION OF REALTORS[®] affiliate institutes, societies, or councils is subject to the approval of IAR. Publisher reserves the right to correct any advertising copy to conform to such guidelines or reject any copy which cannot be brought into compliance. The cost of such correction will be born by the Advertiser or their Agent.
13. Publisher will not discriminate in violation of any Illinois or federal law in the selection of advertisers and will not accept advertising of services, products, or educational ideas which in any way indicate such discrimination by the Advertiser.
14. The undersigned Advertiser/Advertising Agency represents and warrants that they are authorized to enter into this Agreement and by signing below will bind the Advertiser/Advertising Agency to the terms of this Agreement.

ADVERTISER OR ADVERTISING AGENCY:	
Company:	
Tax ID #: <i>(required)</i>	
Contact:	
Address:	
City, State, Zip:	
Phone:	Fax:
E-mail:	
Signature:	Date:
<i>Illinois REALTOR</i> Representative:	Date:

Advertiser agrees that IAR may charge any balance outstanding for more than 30 days to the credit card listed below.

CREDIT CARD INFORMATION *Required for Back-up Purposes. *(All first insertions payable in advance)*

Please charge \$ _____ to my credit card Visa MC AMEX Discover

Card #: _____ Expiration Date: _____

Print Name: _____ Signature of Cardholder: _____

**Please sign and return the Agreement to: Illinois Association of REALTORS[®] ATTN: Lyndee Fein
P.O. Box 19451, Springfield, Illinois 62794-9451. Phone: 217-529-2600 Fax: 217-529-3904**