



— ADVERTISING CONTRACT—

The Numismatist

818 North Cascade Avenue, Colorado Springs, CO 80903-3279
Telephone: 719-632-2646 • Fax: 719-634-4085 • E-mail: advertising@money.org

The undersigned Advertiser, including the affiliated ANA Member, hereby applies to the American Numismatic Association (ANA) for advertising space in *The Numismatist* to the extent of _____ page(s) for _____ months, the first insertion to appear in the issue for the month of _____, 20____, if available, or for the first available date thereafter. The Advertiser agrees to pay ANA at the rate for the space and number of months designated herein in effect at the time of the ANA's receipt and execution of this contract. If advertising terms are not specified by the Advertiser, ANA will continue the Advertiser's previous contract terms. The Advertiser will be on a consecutive monthly basis unless the Advertiser states otherwise.

The Advertiser shall check one of three advertising options listed below:

- ☐ Regular position. Placement of advertisement at sole discretion of the ANA.
- ☐ Preferred position. (Additional 20% above the rate for regular advertisers.) Placement of advertisement in the first third of the magazine, the specific placement to be made at the sole discretion of the ANA.
- ☐ Guaranteed position. (Full page only; additional 35% above the rate for regular advertisers.) Placement of advertisement in the following designated area, if available: _____.

The Advertiser and the affiliated ANA Member agree that such advertising is accepted by the ANA based on the following terms and conditions:

1) **Advertising Copy.** Advertising copy must be received by *The Numismatist* on or before the published deadline, approximately 5 to 6 weeks before the cover date of the issue in which such advertising is to be published. Advertising copy may be changed each month if desired. The Advertiser authorizes the ANA to run the prior month's advertisement if no change order or new advertisement is provided the ANA by the published deadline. All camera-ready advertising must include the name and ANA number of the affiliated ANA Member.

2) **Space Reservation and Rates.** The Advertiser may apply for an increased unit(s) of space, subject to availability as determined by the ANA; the increased or additional unit(s) shall be restricted in size to what is currently appearing in *The Numismatist*. The Advertiser and/or the affiliated ANA Member shall pay the applicable rate(s) in effect on the date of the ANA's receipt of such application. The Advertiser may not utilize space in *The Numismatist* for less than the contracted number of issues without the written approval of the ANA. In the event that the ANA grants such approval and in the event that the rate applicable to the utilized number of issues is higher per issue than the rate for the contracted number of issues, the Advertiser and the affiliated ANA Member will pay the ANA the rate difference for each issue utilized.

3) **Right to Edit, Decline or Cancel.** The Publisher reserves the right to edit any advertising copy, decline any particular advertisement, or cancel this contract in its entirety at his sole discretion, and the Advertiser and the affiliated ANA Member release the ANA, its officers, Board members and employees from any liability for doing so, provided, however, that in the case of cancellation, the ANA will refund any unearned advance payments received from the Advertiser. The Advertiser and the affiliated ANA Member agree to indemnify and hold the ANA harmless for any liabilities or costs, including legal fees, incurred by the ANA as a result of the Advertiser's advertisements in *The Numismatist*.

4) **Duration.** In the event that the within contract provides for advertising space for twelve (12) successive monthly issues of *The Numismatist*, this contract shall remain in effect after the publication thereof for each subsequent monthly issue, subject to termination by either party hereto thereafter mailing a written notice to the other party hereto setting forth a termination date therein at least thirty (30) days subsequent to the date of the mailing of said notice. This contract will be deemed terminated as of such termination date except for any advertisement for which work has been commenced prior to the ANA's receipt of said notice and except for the payment of any amount owing to the ANA hereunder. The Advertiser and/or the affiliated ANA Member will pay the ANA any increased rates that may be in effect for the thirteenth and subsequent issues.

5) **Payment.** Full payment shall be made by the end of the calendar month in which said advertisement appears. The Advertiser and the affiliated ANA Member shall pay a service fee to the ANA on any delinquent indebtedness at the rate of 1.5% per month and shall reimburse the ANA for reasonable legal fees paid or incurred by the ANA in collecting any delinquent amount. The Advertiser and the affiliated ANA Member acknowledge and agree that failure to pay any indebtedness to the ANA may result in membership sanctions. The Advertiser and the affiliated ANA Member shall be jointly and severally liable for the full payment of all advertising pursuant to this contract. In the event that the affiliated ANA Member leaves the employment of the Advertiser, the affiliated ANA Member shall continue to be liable for all such advertising that has been contracted for and is scheduled to be printed, unless such Member provides the ANA with written notice that he or she is no longer associated with the Advertiser and the ANA consents in writing to release the Member from payment for such future advertising liability.

6) **Agency Agreement.** The Advertiser and the affiliated ANA Member designate _____ as their Agent to contract with the ANA for advertising space in *The Numismatist*. The Agent is authorized to place advertising copy in *The Numismatist* on behalf of the Advertiser. Commission arrangements for the Agent are between the Advertiser and the Agent, but the Advertiser and the affiliated ANA Member are responsible for payment of all advertisements placed in *The Numismatist* in accordance with the terms of this Agreement.

7) **Litigation.** In any litigation instituted by the Advertiser under this contract, the liability of the ANA, its officers, board members and employees shall be limited to the amount paid by the Advertiser to the ANA during the term of this contract.

8) **Enforcement.** This contract shall be construed and enforced in accordance with the laws of the State of Colorado. Any court proceedings instituted under this contract shall be commenced and maintained only in a court of competent jurisdiction in El Paso County, Colorado, or in the United States District Court that presently sits in Denver, Colorado. Service of process and pleadings in any such proceedings may be made outside the State of Colorado in any manner permitted by the laws of that state.

9) **Codes of Ethics.** The Advertiser and the affiliated ANA Member agree to comply with the ANA Codes of Ethics, as announced from time to time and posted at *www.money.org*; to comply with all advertising requirements as outlined in published advertising rules and procedures; and to include the affiliated ANA Member's name and ANA number on all advertisements in *The Numismatist*.

This contract shall be valid only when signed by the Advertiser and the affiliated ANA Member, and signed on behalf of the ANA.

Executed this _____ day of _____, 20 ____.

ADVERTISER/COMPANY NAME _____ By _____
PLEASE PRINT NAME OF SUBMITTER

STATE OF INCORPORATION (if applicable) _____ EIN _____

AFFILIATED ANA MEMBER (name and ANA number required for publication in advertisement):

PRINT NAME ANA No. _____ Signature _____

Executed this _____ day of _____, 20 ____.

AMERICAN NUMISMATIC ASSOCIATION By _____