

# 2012 ADVERTISING INSERTION ORDER

This agreement made on \_\_\_\_\_ between the American Academy of Sleep Medicine, Sleep Research Society, and/or the Associated Professional Sleep Societies, LLC (herein after referred to as the "Publisher") and the below-named advertising company and/or advertising agency (herein after referred to as the "Advertiser") is binding to the following terms and conditions.

The advertiser agrees to purchase advertising space in one of the following publications and/or websites and agrees to the terms and conditions stated below.

SLEEP       JCSM       Preliminary Program       Final Program       Directory       Roster

## COMPANY INFORMATION:

Advertiser: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

## BILL TO: (If different than above)

Ad Agency: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

## ADVERTISING SPECIALS: \_\_\_\_\_

## MONTHS:

Jan       Feb       Mar       Apr       May       Jun       Jul       Aug       Sep       Oct       Nov       Dec

PRINT AD:       Full Page       1/2 Page (H/V)       1/4 Page  
Position: \_\_\_\_\_ Color: \_\_\_\_\_  
Frequency: \_\_\_\_\_ Gross: \_\_\_\_\_ Discount: \_\_\_\_\_ Net: \_\_\_\_\_

BANNER AD:       Leaderboard       Skyscraper      Frequency: \_\_\_\_\_ Cost: \_\_\_\_\_

TRANSITION AD: (limited to 4 advertisers; requires full volume-year commitment)      Cost: \_\_\_\_\_

**Total:** \_\_\_\_\_

Publisher's initials \_\_\_\_\_ Advertiser's initials \_\_\_\_\_

# 2012 ADVERTISING INSERTION ORDER CONT.

## ACCEPTANCE OF ADVERTISING

Acceptance of all advertising is subject to review and approval by the Publisher. Ads that have not previously appeared in any of the Publisher's publications or on a website must be submitted for approval at least two weeks prior to the ad space closing. In light of the great effort a manufacturer may undertake in developing advertising campaigns, advertisers are encouraged to forward proposed advertisements in rough form, thereby minimizing any inconvenience caused by the review of advertising messages. Promotion of products, meetings, and services that compete directly with those offered by the Publisher and its affiliates is generally prohibited. All claims of fact must be fully supportable and should be meaningful in terms of performance or any other benefit. Advertisers should avoid the use of claims whose validity depends upon extremely fine interpretations of meaning. This does not exclude the use of normal qualifiers, such as footnotes, which may be necessary to render a claim true. Advertisers may cite in footnotes references from scientific literature, provided the reference is truthful and is a fair representation of the body of literature supporting the claim made. Comparison to any Publisher products or services is prohibited. Comparisons to a competitor's products or services in the Publisher's communications vehicles are prohibited. The inclusion of an advertisement in the Publisher's publications or on a website is not to be construed or publicized as an endorsement or approval by the Publisher, nor may the advertiser promote that its advertising claims are approved or endorsed by the Publisher. Artwork, format, and layout should be such as to avoid confusion with editorial content of the publication. The Publisher reserves the right to insert the word "Advertisement" above or below any copy to avoid confusion. Advertorials are prohibited. The Publisher reserves the right to reject requests for advertisements, or not to renew previously approved advertisements, at any time for any reason or no reason at all, including without limitation any advertisement that the Publisher determines could adversely affect the good will or reputation of the Publisher or its affiliates. Advertisements that conflict or have the appearance of conflicting with the Publisher's policies are prohibited. The fact that an advertisement for a product, service or company has appeared in a Publisher's publication or on a website shall not be referred to in collateral advertising. Use of the Publisher's name and/or logo is prohibited without the Publisher's prior written approval. For a full description of the Publisher's advertising policies please refer to [www.journalsleep.org](http://www.journalsleep.org).

## GENERAL GUIDELINES

Unless ad materials, an insertion order or written instructions clearly stating which advertisement should run are received by the ad materials closing date for ads under contract, the previously run advertisement will be repeated. If no prior advertisement is available, Publisher will run a house advertisement and advertiser will be responsible for the cost of your original insertion order. The Publisher reserves the right to change its advertising policies at any time.

## LIMITATIONS OF LIABILITY

The advertiser agrees to indemnify and hold harmless the Publisher for all damages, costs, expenses of any nature including court costs and legal fees, for which the Publisher may become liable by reason of its publication of the advertiser's advertisement. The Publisher is not responsible for incorrect ad materials run when ad materials or instructions are not received by the ad material deadline. The Publisher is not responsible for ad placements near competing products unless an agreement has been made in writing between the Publisher and advertiser prior. The Publisher will not be bound by any condition appearing on insertion orders/contracts or copy instructions submitted by or on behalf of the advertiser, when such condition conflicts with any provision in the Publisher's policy. The Publisher does not make corrections to ad artwork. All ad artwork must be submitted in final format. Publisher will not be held responsible for incorrect ad sizes or incorrect copy in artwork that is submitted or picked up from a previous Publisher publication or outside organizations publication. The Publisher is not responsible for the final reproductive quality of any materials provided that do not meet the defined specifications of the publication. This includes color quality when proofs for press match

are not provided by the advertiser. The Publisher is not responsible for printer's or clerical errors, nor will any credits be given for advertising errors not reported after the first issue in which the ad is published. For a full description of the Publishers limitations of liability please refer to [www.journalsleep.org](http://www.journalsleep.org).

## TERMS

Net amounts are due thirty (30) days after publication date for all advertisements. A 1.5% finance charge, 18% APR, will be applied to all past due amounts. In the event Advertiser fails to make payment, including incurred finance charges, within thirty (30) days after publication, the 15% advertising agency discount will not be given and the Publisher will discontinue all advertising from the Advertiser until payment is received in full. This suspension of advertising does not relieve the Advertiser of its contractual obligations under this contract. A completed and duly signed Agreement guarantees advertising rates for the period identified on page 1. Advertising agency discounts, not to exceed 15%, will be granted only to advertising agencies that are independent of the companies and products/services they represent. By signing this Agreement, advertising agencies assure that they have the right to contractually bind the company being represented and in the event of default of payment or cancellation, both the advertising agency and the company represented are held liable for the obligations of this Agreement.

## CANCELLATION

The Publisher reserves the right to cancel this Agreement without cause at anytime in its sole discretion for reasons including but not limited to breach of Agreement by the Advertiser. The Advertiser may cancel or change an insertion within this Agreement by providing notice in writing to the Publisher on or prior to the ad space closing deadline. Any insertions cancelled after the ad space closing deadline will incur the full cost of the insertion. In instances of cancellation after the ad space closing deadline, the Publisher reserves the right to resell the ad space. The Advertiser is not relieved of any obligations made in the Agreement should the Publisher resell the ad space. Premium positions and transition ads are contracted for the entire year and are not applicable to standard cancellation policies. Premium positions and transition ads cannot be cancelled.

## SPECIFICATIONS

This Agreement is final to the size, shape, color, and placement as set forth above. All changes thereafter must be approved by the Publisher by the ad space closing deadline and a new Agreement must be signed.

## ADVERTISING MATERIAL DEADLINE

All advertising material must be provided in electronic format as outlined in the 2012 AASM Media Guide with accompanying high resolution proof by the ad materials deadline.

## EDITS AND CORRECTIONS

The Publisher may, at its discretion, require edits or reject any advertisement submitted by the Advertiser that it deems inappropriate or that is inconsistent with the Publisher's mission and organizational practice. This Agreement cannot be invalidated for typographical errors, or incorrect insertions in Publisher's publications. The Advertiser shall notify the Publisher of such errors immediately. Upon notification, errors will be corrected in the next available placement of the advertisement that is agreed to and made in this Agreement, provided the production timelines allow for the insertion of the corrected ad material. The Publisher shall not be held liable to the Advertiser for any loss that results from the incorrect publication of the Advertiser's advertisement.

## ASSIGNMENT OR TRANSFER

This Agreement may not be assumed or transferred by the Advertiser.

By signing the Agreement, the Advertiser agrees to all conditions stated in this insertion order, as well as the 2012 AASM Media Guide and journal *SLEEP* and *Journal of Clinical Sleep Medicine* Advertising websites. The Advertiser agrees to pay the full amount for all advertisements indicated above.

Signed: \_\_\_\_\_ (Advertiser/Title) \_\_\_\_\_ (Date) \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Office Use Only

Signed: \_\_\_\_\_ (AASM/SRS/APSS, LLC /Title) \_\_\_\_\_ (Date) \_\_\_\_\_