

**DALLAS/FORT WORTH CHAPTER OF THE AMERICAN SEWING GUILD
NEWSLETTER ADVERTISING CONTRACT**

This Contract is between the Dallas Fort Worth Chapter of the American Sewing Guild, Inc. (hereinafter "Chapter") and _____ (hereinafter "Advertiser").

The Advertiser and the Chapter agree as follows:

1. Advertiser hereby requests to advertise in _____ consecutive issues of the Newsletter known as **SeamsWrite!**, a quarterly periodical published by the Chapter as follows:

Advertiser _____

Contact Person: _____

Address: _____ City: _____ TX Zip: _____

Phone: _____ Fax: _____ e-mail _____

Website: www. _____ Do you want to link from our website? _____

Size of advertisement:

- _____ Business Card (2"x3.5") \$10/issue; \$40/year
- _____ Quarter Page \$30/issue; \$95/year (discount of \$25)
- _____ Half Page \$55/issue; \$195/year (discount of \$25)
- _____ Full Page \$100/issue; \$350/year (discount of \$50)
- _____ Preprinted Full Page insert furnished by retailer

(Advertiser to furnish 650 copies @ \$75/issue)

Number of Insertions: _____

First Insertion Date: _____

Charge per insertion of ad: _____

Preferred Location of Advertisement: _____

2. Advertiser shall pay the Chapter the sum of \$ _____ within _____ days prior to the publication date of the particular, or first, issue for the insertion of the advertisement in each issue(s)

3. If any municipal, state or federal authority imposes a tax on the publication of the advertisements, Advertiser will include it in the initial payment.

4. Advertiser shall deliver to the Chapter the copy of the advertisement for each issue at least two (2) weeks before the closing date specified for the particular issue.

5. Advertiser warrants to the Chapter that the copy submitted will not infringe any common law or statutory copyright, right of privacy or any other right of any person, firm, entity or corporation and that it will contain no matter that is libelous, scandalous, or otherwise objectionable.

6. The subject matter, form, wording, illustration and typography of the copy shall be subject to approval by the Chapter, but no change shall be made in the copy without Advertiser's consent.

7. Any advertisement or advertising copy consisting of material resembling news, editorial matter or cartoons will carry the word "advertisement" conspicuously at the head thereof.

8. The Chapter shall have the right to reasonably decline to publish any advertisement. The Chapter shall have the right to omit the advertisement in any issue of the newsletter in which the space allotted to advertising has been preempted. In such event, this Contract shall be automatically extended for another period of publication. Moreover, the Chapter's failure to publish the advertisement in any particular issue for reasons beyond the Chapter's control shall not constitute a breach of this Contract. Additionally, the Chapter reserves the right to reject any advertisement that violates the Chapter's rules for the acceptance of advertising, or that in the Chapter's opinion may expose the Chapter to any liability. The Chapter's failure to exercise this right shall not in any way relieve Advertiser of their obligation to indemnify pursuant to Paragraph 5 below.

9. Advertiser hereby agrees to indemnify and hold the Chapter harmless from and against any and all liability, claims for damages, loss, or cost or expenses (including reasonable counsel fees) that the Chapter may incur or suffer arising out of or relating to the copy or Advertiser's breach of this warranty.

10. Within 10 days after publication, the Chapter shall furnish Advertiser with 3 copies of the newsletter in which the advertisement appeared.

11. The Chapter shall have the right to cancel this Contract at any time (a) if Advertiser defaults in the payment of any moneys due hereunder, and such default continues for ten (10) days, or (b) if Advertiser otherwise breaches any of the terms of this Contract.

12. This Contract and any or all of the rights, duties and obligations pursuant hereto may not be assigned or delegated by either party without the prior written consent of the other.

13. This is a Contract by and between the Advertiser and the Chapter. Advertiser agrees that in the event of any claim or dispute arising out of this Contract or pertaining to the subject matter hereof, Advertiser shall assert any such claim or claims or pursue such dispute only against the Dallas/Fort Worth Chapter and will make no claim of any kind whatsoever against the American Sewing Guild, Inc. or the Home Sewing Association, Inc.

14. This Contract may not be amended, changed, modified or discharged unless such amendment, change, modification or discharge is in writing and signed by all of the parties hereto or their legal representatives.

15. This Contract constitutes and sets forth the entire understanding between and among the parties hereto with respect to the subject matter hereof and incorporates and supersedes any and all prior or contemporaneous, oral or written negotiations, understandings or agreements, whatsoever, between or among the parties hereto or any of them with respect thereto.

If the foregoing is in accordance with our understanding, please indicate your approval and acceptance in the space provided below for your signature.

Accepted and Agreed:

Dallas Fort Worth Chapter:

Advertiser:

Signature _____

Signature _____

Date: _____

Date: _____

Send to: **Donna Simpson, 454 Lakehurst Dr., Murphy, TX 75094-4290**