

# HAA 2020 Directory & Buyer's Guide Advertising Contract

## ADVERTISER INFORMATION

Company: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY/STATE/ZIP: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_ REPRESENTATIVE: \_\_\_\_\_  
 TITLE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
 BILLING ADDRESS: (If different from above) ADDRESS: \_\_\_\_\_  
 CITY/STATE/ZIP: \_\_\_\_\_

## AD SPACE INFORMATION

<input type="checkbox"/> FULL COLOR SPACE SIZE:				<b>CHARGES:</b>
<input type="checkbox"/> TAB - \$3,049	<input type="checkbox"/> Full Page - \$2,049	<input type="checkbox"/> 2/3 Vertical - \$1,910	<input type="checkbox"/> 1/2 Island - \$1,555	\$ _____
<input type="checkbox"/> 1/2 Vertical - \$1555	<input type="checkbox"/> 1/2 Horizontal - \$1555	<input type="checkbox"/> 1/3 Horizontal - \$1,149	<input type="checkbox"/> \$1,149	\$ _____
<input type="checkbox"/> 1/4 Horizontal - \$1,005	<input type="checkbox"/> 1/4 Vertical - \$1,005	<input type="checkbox"/> 1/6 Horizontal - \$745		\$ _____
<input type="checkbox"/> BLACK/WHITE SPACE SIZE:				
<input type="checkbox"/> Full Page - \$1390	<input type="checkbox"/> 2/3 Vertical - \$1165	<input type="checkbox"/> 1/2 Island - \$1,045	<input type="checkbox"/> \$1,045	\$ _____
<input type="checkbox"/> 1/2 Horizontal - \$1,045	<input type="checkbox"/> 1/3 Horizontal - \$870	<input checked="" type="checkbox"/> 1/3 Vertical - \$870	<input type="checkbox"/> 1/4 Horizontal - \$715	\$ _____
<input type="checkbox"/> 1/4 Vertical - \$715	<input type="checkbox"/> 1/6 Horizontal - \$575	<input type="checkbox"/> Filler Ad - Price TBA		\$ _____

## PREFERRED POSITIONING

Front Pages 1-10 (ADDITIONAL 5% - 20%)  Cover Position \_\_\_\_\_ \$ \_\_\_\_\_  
 1st Position  2nd Position  3rd Position  4th Position \$ \_\_\_\_\_

**CONTRACT TOTAL** \$ \_\_\_\_\_

Category for Display Ad:

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AD Space Provisions:

Payment Information:

<i>Check one</i>	<input type="checkbox"/> Please invoice me	<input type="checkbox"/> Charge my card	
<i>Credit Card #</i>		<i>Expiration Date</i>	
<i>Name on card</i>		<i>Security Code</i>	
<i>Email Address</i>			
<i>Signature</i>			

# ADVERTISING CONTRACT

## Advertising Terms and Conditions

For in and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and insufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

**DIRECTORY & BUYER'S GUIDE** is an official publication of the Houston Apartment Association ("HAA"). **DIRECTORY & BUYER'S GUIDE** is published annually by the Houston Multifamily Housing Corporation ("HMHC"), an affiliate of HAA. Content is directed toward promoting professionalism and contact information for members of HAA including activities and services. All material submitted for publication must meet HAA standards for publication. HAA reserves the right to edit or reject publication of any material.

**DIRECTORY & BUYER'S GUIDE** has a circulation of approximately 4,500. Publications are distributed to all member companies and are designed to serve the multifamily housing industry in areas served by HAA including Austin, Brazoria, Chambers, Colorado, Fort Bend, Harris, Liberty, Matagorda, Montgomery, San Jacinto, Waller and Wharton counties. HAA publications are made available to all HAA owner/management members' properties, regional/district offices, as well as HAA supplier members.

### *Policies*

- 1) All advertisers must be a current member in good standing with HAA, HAF, and HMHC.
- 2) All advertising run by HAA requires a signed contract for space reservation with the terms and dates for insertion clearly outlined. Advertiser can request changes in the contract for the following reasons only: increase in size, add color, special placement or adjust layout. These changes must be requested in writing and are subject to approval by HAA. Unless approved by HAA, requested changes will not be made.
- 3) HAA reserves the right to reject any advertising if its content is inappropriate or inconsistent with HAA's standards for publication or HAA's business interests, in HAA's sole opinion. This includes rejecting any advertisement for a program or event that conflicts with or may cause confusion with any program or event endorsed or sponsored by HAA.
- 4) Advertisements that promote a program or event that does not conflict with or cause confusion with a program or event endorsed or sponsored by HAA, are required to contain the statement: "THE PROGRAM OR EVENT ADVERTISED IS NOT ENDORSED OR SPONSORED BY HAA" in all capital letters and underlined or printed in boldface type.
  - a) Unacceptable advertising
    - i) Advertisements with inappropriate content.
    - ii) Advertisements that promote programs or events inconsistent with HAA's standards.
    - iii) Advertisements of programs or events that are in conflict with or may cause confusion with any program or event endorsed or sponsored by HAA.
    - iv) Advertisement of programs or events endorsed or sponsored by another apartment association to be held within HAA's territory without HAA's consent.
  - b) Acceptable advertising
    - i) Advertisements promoting businesses in general.
    - ii) Advertisements promoting services, programs or events that are not in conflict with or may cause confusion with any program or event endorsed or sponsored by HAA.
    - iii) Advertisements promoting training or educational opportunities in general as long as no specific program or event is promoted that conflicts with or may cause confusion with an HAA endorsed or sponsored program or event.
    - iv) Advertisements that promote a specific program or event that does not conflict with or may cause confusion with an HAA endorsed or sponsored program or event as long as the advertisement contains the language "THE PROGRAM OR EVENT ADVERTISED IS NOT ENDORSED OR SPONSORED BY HAA" in all capital letters and underlined or printed in boldface type.
- 5) HAA reserves the right to insert the word "advertisement" into any ad which is similar to the editorial format of the publication.
- 6) All cancellations of advertising must be in writing and received no later than October 1<sup>st</sup> of the current year.
- 7) Advertising proofs are not guaranteed. HAA reserves the right to publish without submitting proofs. Advertiser will be billed for changes in advertising content. Tear copies are sent to Advertiser and/or Advertiser's ad agency upon request.
- 8) No agency discounts. Discounts are given for early space reservation and payment in HAA's sole discretion.
- 9) If Advertiser reserves space and the artwork is not received by the due date, HAA reserves the right to fill the reserved space and still charge Advertiser. Advertiser agrees to pay all charges.

### ***Indemnity Clause***

Advertiser represents that all content in any advertisement is appropriate, true, accurate and lawful. Advertiser assumes liability for all content (including text, representations and illustrations) or advertisements printed and also assumes responsibility for any claims arising therefrom made against the HAA or any entity related to or affiliated with the HAA including fines, levies, suits, proceedings, claims, plagiarism, actions or causes of action relating to Advertiser's business, for any misstatement, false statement or inaccuracies contained in its advertisement, and for all other matters incidental or connected with Advertiser's business and/or Advertiser's advertisement.

Neither HAA nor any entity related to HAA shall be liable for any failure to print, publish or circulate all or any portion of any issue in which an advertisement accepted by HAA is contained if such failure is due to acts of God, acts of government, acts of a supplier, acts of the U.S. Postal Service, strikes, accidents or other circumstances beyond HAA's control. Advertiser hereby indemnifies and holds harmless HAA, HMHC and their respective officers, directors, employees, agents, contractors, subsidiaries and affiliates from and against all claims, causes of actions or losses of any nature of whatsoever related to or arising out of any advertisement placed by the Advertiser or any failure by HAA to print, publish or circulate all or any portion of any issue in which Advertiser advertises.

In case any action or claim to which HAA is entitled to indemnification shall be brought or asserted in any way, Advertiser shall notify HAA of the same and shall furnish publisher with all relevant information. HAA shall be entitled to participate in, and to the extent it wishes, to assume the defense thereof. Any counsel selected by the Advertiser shall be subject to approval by HAA.

### ***Billing Information***

1. HAA reserves the right to require first-time and one-time advertisers to pay contract amounts in part or full in advance of publication.
2. Advertiser acknowledges that it will be invoiced upon receipt of contract. Advertiser shall pay all costs upon receipt of invoice with no grace period.
3. Layout charge payments are due upon receipt of invoice.
4. HAA reserves the right to suspend advertising of any company with a delinquent account. Payment of past due invoice and prepayment of the first month of the resumed/new contract must occur before suspension is lifted.
5. Advertiser must note on contract if invoices should be mailed to a different address.
6. If any additional costs are incurred to run an advertisement which were not specified and or accounted for at the time space was reserved, or artwork was provided, the additional charges will be passed on to the client.

Company: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature : \_\_\_\_\_

**Houston Apartment Association**  
Name: AMANDA SHERBONDY  
Title: VICE PRESIDENT OF MEMBERSHIP & MARKETING  
Date: \_\_\_\_\_  
Signature : \_\_\_\_\_