



# Online/E-mail Advertising Contract

This is an agreement between Midwifery Today, Inc., (MT) and \_\_\_\_\_ (Advertiser) regarding advertising options by e-mail and on the Midwifery Today Web site.

## Please select your choice of advertising options

► E-News			One Issue	Four Issues	► Coupon Page													
<input type="checkbox"/>	Text-with-graphic display ad (60 words/200 x 200 pxl.)	\$125	\$400	<input type="checkbox"/>	Holiday (November 1–January 31)	\$199												
<input type="checkbox"/>	Text-only display ad (60 words)	\$100	\$320	<table border="1"> <tr> <td>E-News</td> <td>\$ _____</td> </tr> <tr> <td>Website</td> <td>\$ _____</td> </tr> <tr> <td>Coupon page</td> <td>\$ _____</td> </tr> <tr> <td>Design Fee</td> <td>\$ _____</td> </tr> <tr> <td>Other</td> <td>\$ _____</td> </tr> <tr> <td><b>Total Amount Due</b></td> <td><b>\$ _____</b></td> </tr> </table>			E-News	\$ _____	Website	\$ _____	Coupon page	\$ _____	Design Fee	\$ _____	Other	\$ _____	<b>Total Amount Due</b>	<b>\$ _____</b>
E-News	\$ _____																	
Website	\$ _____																	
Coupon page	\$ _____																	
Design Fee	\$ _____																	
Other	\$ _____																	
<b>Total Amount Due</b>	<b>\$ _____</b>																	
<input type="checkbox"/>	Classified Ad (35 words)	N/A	\$135															
<i>Additional words, \$1 per word (80 max.)</i>																		
<b>When to run E-News ad?</b> (Note: biweekly e-mail publication) (See midwiferytoday.com/advertise for publication dates)																		
<input type="checkbox"/>	Next available	<input type="checkbox"/>	Next four issues	<input type="checkbox"/>	Every other issue													
<input type="checkbox"/>	Other _____																	
► Website		One Month	Three Months	Six Months														
<input type="checkbox"/>	Sidebar ad	\$199	\$469	\$739														
<input type="checkbox"/>	Footer ad	\$199	\$469	\$739														

## Method of Payment

Check/Money Order     MasterCard     Visa     Discover

Card# \_\_\_\_\_ Name on Card \_\_\_\_\_ Exp. date \_\_\_\_\_

Address \_\_\_\_\_ Signature \_\_\_\_\_  
(as it appears on credit card bill)

## Please select your choice of advertising options

Advertiser \_\_\_\_\_ Phone \_\_\_\_\_

Contact Person's Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ Fax \_\_\_\_\_

City, State, Country, Zip/Postal Code \_\_\_\_\_ E-mail \_\_\_\_\_

Product or Service \_\_\_\_\_ Web Site \_\_\_\_\_

## Terms and Conditions

I have read and agree to the Advertising Terms and Conditions and further represent our right to use any graphic, image or photograph provided for advertising publication, including model release or product image, and agree to hold Midwifery Today harmless from any claims arising from such use.

This agreement is contractual in nature and shall be construed under the laws of the State of Oregon with venue in Lane County, Oregon. In any action arising under this agreement the prevailing party shall be entitled to reasonable attorney fees and costs.

A signature by fax, delivered to 541-344-1422, or by scan, delivered by e-mail to ads@midwiferytoday.com, shall be deemed as valid as an original.

Authorized representative of Advertiser (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Midwifery Today, Inc. • P.O. Box 2672 • Eugene, Oregon 97402 USA • (800) 743-0974 • (541) 344-7438 • Fax: (541) 344-1422  
ads@midwiferytoday.com • midwiferytoday.com

# Advertising Terms and Conditions

## Definition of terms

“MT” means Midwifery Today, Inc.

“Advertisement” (“Ad”) or “Advertising” means material or a message in any format that promotes an Advertiser’s brand or products or services.

“Advertiser” means a person or entity that provides Advertisements, whether directly or indirectly or through its advertising agency, to promote itself, its brands, or the products or services it offers.

## Payment

The Advertiser agrees to pay the charges for Advertisements published or distributed, or for exhibit tables reserved at his/her direction. **PAYMENT IS DUE ON OR BEFORE THE ADVERTISEMENT DEADLINE.**

Late payment may result in a late charge, loss of discount, cancellation of the Advertisement, and/or postponement of the Advertisement to the following issue.

Year-long contracts are not subject to rate increases that occur during the period of the contract. At the end of the contract, rate increases may be put into effect for subsequent Ads.

## Deadlines

The Ad deadlines for *Midwifery Today* magazine are January 15 (March issue), April 15 (June issue), July 15 (September issue) and October 15 (December issue). The ad deadline for *Midwifery Today E-News* is Thursday, 9 am U.S. Pacific Time, when publication is the following Wednesday.

Deadlines for conference Advertisements vary. Please see the specific conference Advertising Opportunities information for details.

Ad copy is due on or before the Ad deadline. Ad copy submitted after the deadline may result in a late charge, loss of discount, cancellation of the Ad, and/or postponement of the Ad to the following issue.

Last minute conference exhibits are generally accepted on a space-available basis.

## Changes and cancellation

All verbal instructions regarding contracts or changes of any kind must be confirmed in writing by the Advertiser.

Cancellation of or changes to Ads will generally not be accepted after Ad deadline, and none may be presumed executed without acknowledgment from MT.

## Cancellation of year-long contract

Advertisers may cancel a year-long contract by written notice to MT at least 10 days prior to the next Ad deadline. At such time, the Advertiser will be responsible to pay for any Ads already run as part of a yearly contract at their full, not discounted, rate.

All such sums of money are due and payable before the next Ad deadline in order to cancel the contract.

In the absence of written termination notice from the Advertiser, MT is authorized to insert the last contracted Ad and bill the Advertiser toward fulfillment of the contract.

## Restrictions

MT reserves the right to determine placement of all Ads and shall not be bound by requests for special positions other than covers, despite efforts made to meet Advertiser’s preferences.

MT reserves the right to refuse or cancel any Advertisement and to disallow any promotion or sale of any item at its conferences or through use of its mailing lists which, in its sole opinion, does not conform to MT’s standards.

## Limit of Liability

MT’s liability for any error shall not exceed the single instance cost of the space purchased. MT is not responsible for errors in key numbers or other typing errors.

Conditions appearing on contracts or submitted copy that conflict with MT’s policies will not be binding upon MT.

All agreements are subject to acts of God, fires, strikes, accidents, and other occurrences beyond MT’s control. MT shall not be liable for any costs or damages if the terms of an Advertising Agreement are not fulfilled due to any such cause.

The Advertiser assumes responsibility for any and all claims that may arise as a result of Advertisements with MT and will indemnify MT against any claims or liability arising there from.

Any graphic or image provided to Midwifery Today, created by MT for an advertiser, or recorded at a Midwifery Today sponsored event after notice to participants, may appear in any medium for marketing or editorial use by MT.

**Advertising Policy Notice:** MT does not accept Advertising or conference exhibits for breast milk substitutes, pacifiers, nipples, or bottles.

Other unacceptable Advertising includes, but is not limited to, duplication of products or services offered by MT, pyramid schemes, and any product or service believed by MT to be harmful to mothers or babies. Advertisements for breast pumps, pump accessories, and breast milk storage devices are generally acceptable. Any graphic or any image provided to MT, created by MT for an advertiser, or recorded at a MT sponsored event, may appear in any medium for marketing or editorial use by MT.