



Corporate Supporter Program & Contract/Application

Note: This Corporate Supporter Program & Contract/Application is applicable to the **Colorado Medical Society** (hereafter "CMS")

7351 Lowry Boulevard, Suite 110, Denver, CO 80230

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CMS Offering: Corporate Supporter Program, annual fee: \$595

Base benefits:

- Annual listing on the Home page of CMS' Web site, via a link from the "Corporate Supporter" icon. Your listing can also be accessed via a hyperlink on CMS' ASAP e-newsletter, which is sent to CMS physician-members at least once per month. The listing can include your logo, description and hyperlink (up to 50 words, to be approved by CMS).
- One (1) announcement ad in Colorado Medicine magazine, which identifies your company as a new Corporate Supporter of CMS. The ad includes your company's logo, 20 words of promotional copy, and full contact information. *CMS will design this ad free of charge.*
- **Three (3)** recognition advertisements, during the annual term of this agreement, in CMS' *Colorado Medicine* magazine. Your company's name or logo will appear, along with phone number and Web address.
- **One advertisement: One-third (1/3rd)** page Black & White Display ad, (4 5/8" x 4 3/4" or 2 3/8" x 9 7/8"), in CMS' *Colorado Medicine* magazine.

Discounts:

- 10% discount on base ad rates
- 20% discount on mailing list rental

We hereby apply to become a Corporate Supporter of CMS. We understand that upon acceptance by CMS, this application becomes a contract under the terms and conditions set forth here, which we have read, understand and accept.

Firm name: _____

Contact: _____ E-mail: _____

Type of product/service: _____

Address: _____

Telephone: _____ Fax: _____

1. Payment and Term

- (a) **Client will be invoiced after CMS receives and accepts this authorized agreement.** Once CMS processes client's payment in full, client will receive the program benefits indicated above for one year from the date of signing.

2. Termination and Renewal

- (a) The Publisher reserves the right to refuse or discontinue any print or Internet-based advertising for reasons satisfactory to itself.
- (b) No contract accepted by the Publisher for more than one year's duration.

- (c) All contracts are subject to prior contracts for space. All contracts subject to change of allocated space with written notice of fourteen (14) days by the Publisher to the Advertiser or its Agency.
- (d) If this contract is cancelled by the Advertiser, Advertiser or its Agency agrees to pay to the Publisher for such services as have been rendered at the earned rate, as set out in the Publisher's rate card, in effect on the date of contract.
- (e) Cancellation or suspension of all or any part of TF (til forbid) advertising agreements require a minimum of forty-five (45) days written notice in the offices of the Publisher prior to date of publication.

3. Rate

The Publisher reserves the right to increase any of the rates and charges set forth on the face, hereof, by public announcement of a new Rate Card, but no increase shall be applicable to advertising under this contract or renewals thereof until six (6) months from the effective date of such new Rate Card. The rate protection privilege is applicable only for advertising placement contracted for prior to the effective date of the rate increase, provided that schedule is in effect, or starts within thirty (30) days after the effective date of such increase. This protection prevails so long as the advertisements, hereunder, continue without lapse.

4. Advertisements

- (a) All print and Internet advertisements as well as Advertiser's copy must conform to the Publisher's standards.
- (b) All advertising copy must be received by the Publisher prior to the first of the month preceding the date of publication. Failure to comply relieves the Publisher of all obligation to adhere to the publishing requirements set forth in the agreement on the face of this contract.
- (c) Unless otherwise noted on the face of this contract, all advertising material, including production and mechanical services, shall be furnished by the Advertiser or its Agency, and all expenses connected with the delivery thereof to the Publisher, and returned therefrom, shall be paid by the Advertiser or its Agency.
- (d) All materials submitted by Advertiser and/or Agency to CMS become the property of CMS.
- (e) If Advertiser or Agency requires additional production, design, layout, typesetting, or other pre- and post-printing services from CMS' staff, Advertiser will be charged additional fees.
- (f) Rates are subject to change without notice.
- (g) Where lower rates are earned during the life of this contract, such additional earned discounts shall be retroactive. All advertising space classifications may be combined to earn frequency discounts, if within the contract year.
- (h) More than one advertising client's advertising space may be combined, if purchased and represented by the same advertising Agency, to earn frequency discount rates, if all are published within the contract year.
- (i) All advertising space' units referred to in the rate card for the Publisher and on the face of this contract are approximate.

General

1. The Publisher reserves the right to reject any print or Internet-based advertising on CMS' Web site; and such advertisements may be rejected at any time.
2. The Publisher also reserves the right to cancel an advertisement at any time, even though receipt of the advertisement has already been acknowledged by the Publisher.
3. An Advertiser may cancel an order for publication of the advertisement by giving the Publisher notice in writing of the cancellation, but no cancellation nor a change in an order previously given for advertising shall be effective unless received at the office of the Publisher on or sixty (60) days before the scheduled date of publication.
4. The Publisher shall not be liable for any failure to print, publish or circulate all or any portion of any issue in which an advertisement acknowledged by the Publisher is contained. Additionally, CMS shall not be liable for any failure of its Internet Web site, which may contain Advertiser's listings, descriptions or other promotions. If such failure is due to acts of God, strikes, accidents, or other circumstances beyond the Publisher's control.
5. Acknowledgment by the Publisher of receipt of an order for advertising does not constitute acceptance of the print ad or promotional listing on CMS' Web site, nor a contract for the publication of said advertisements. Until the Publisher has accepted the print ad or promotional listing for CMS' Web site from Advertiser, there is no actual contract binding upon the Publisher for the advertisement.
6. In consideration of the publication of Advertisers print ad or promotional listings on CMS' Web site, the Advertiser and the Agency, jointly and severally, agree to indemnify and hold harmless the Publisher, its officers, agents and employees, against all costs, damages, expenses, including attorney's fees resulting from the publication of the advertisement, including, without

