



# ADVERTISING CONTRACT

## The New Physician / AMSA.org / Weekly Consult

**Instructions:** To fill in form manually, print form and legibly fill in boxes with pen. To type directly onto form, download form to computer and open PDF from computer. Type information into applicable boxes and electronically sign. Save completed copy to computer.

### SECTION 1: Client Information

Advertiser \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
 Email \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Agency \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
 Email \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

### SECTION 2: Billing Information

Check one:  Advertiser  Agency  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

### SECTION 3: AMSA.org & Weekly Consult Advertising Reservation – Send corresponding URL(s) to [adv@amsa.org](mailto:adv@amsa.org).

AMSA.org Web Banner Packages	# of Months	Start Date	End Date	Total Price <sup>1</sup>
<input type="checkbox"/> Premium Package	<input type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 6 <input type="checkbox"/> 12			
<input type="checkbox"/> Internal Tab Package	<input type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 6 <input type="checkbox"/> 12			
Weekly Consult Banner Ads	# of Cycles <sup>2</sup>	Start Date	End Date	Total Price <sup>1</sup>
<input type="checkbox"/> Med <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4			
<input type="checkbox"/> Premed <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4			
Career Opportunities Listing	# of Months	Start Date	End	Total Price <sup>1</sup>
	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> __			

### SECTION 4: The New Physician Advertising Reservation

Issue	Print Magazine & Digital Edition			Digital Upgrades			Total Price <sup>1</sup>
Month(s) / Year	Size	Position	Rerun	ETOC <sup>3</sup> Type	Margin Ad	Other	Total Price <sup>1</sup>
				<input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> E	<input type="checkbox"/> Left <input type="checkbox"/> Right	<input type="checkbox"/> Multi-Links <input type="checkbox"/> Video	
				<input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> E	<input type="checkbox"/> Left <input type="checkbox"/> Right	<input type="checkbox"/> Multi-Links <input type="checkbox"/> Video	
				<input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> E	<input type="checkbox"/> Left <input type="checkbox"/> Right	<input type="checkbox"/> Multi-Links <input type="checkbox"/> Video	
				<input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> E	<input type="checkbox"/> Left <input type="checkbox"/> Right	<input type="checkbox"/> Multi-Links <input type="checkbox"/> Video	
				<input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> E	<input type="checkbox"/> Left <input type="checkbox"/> Right	<input type="checkbox"/> Multi-Links <input type="checkbox"/> Video	

<sup>1</sup> Refer to *The New Physician*, AMSA.org, *Weekly Consult* and Career Opportunities Listing [media kits](#) for specifications, sizes, and rates; <sup>2</sup> 1 cycle = 90 days or 13 emails; <sup>3</sup> *The New Physician* Digital Edition Electronic Table of Contents

### SECTION 5: Authorization

– I hereby acknowledge that I am authorized on behalf of the Client listed above to complete and return this Contract. I have read, understand and agree to the Contract Terms and Conditions. Acceptance of this Contract does not waive the right of AMSA to reject any contract for space.

Printed Name \_\_\_\_\_ Title \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

### SECTION 6: Method of Payment (Choose one option: Invoice or Credit Card.)

Send invoice to billing address above.  
 Payment by credit card (Check one.)  American Express  Discover  MasterCard  Visa Amount \$ \_\_\_\_\_  
 Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_ Security Code \_\_\_\_\_  
 Card Holder: Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

**FOR AMSA USE ONLY**

Contract Recvd \_\_\_\_\_ AA# \_\_\_\_\_ Confirm Sent \_\_\_\_\_ Comment \_\_\_\_\_  
 Check: # \_\_\_\_\_ /Date \_\_\_\_\_ A/R Date \_\_\_\_\_ Invoice # \_\_\_\_\_ Invoice Sent \_\_\_\_\_  
 A/R Coding \_\_\_\_\_

### Mail, fax or email contract to:

AMSA, Advertising Department, 45610 Woodland Road, Suite 300, Sterling, VA 20166, Fax (703) 620-6445, Email: [adv@amsa.org](mailto:adv@amsa.org).

# AMSA Advertising Contract Terms and Conditions

The following terms and conditions apply to the AMSA Advertising Contract (Contract) between AMSA, the person or entity identified as the Client in the Contract, and the person or entity signing the Contract (Client).

## File Requirements:

- The Client is responsible for meeting file specifications and agrees to deliver electronic files to AMSA by the published deadline dates.
- All advertising is subject to AMSA's approval, and AMSA reserves the right to reject any advertising. Any ad alterations are the responsibility of the Client. The Client is subject to a service fee equal to 10 percent of the ad rate if there is a delay in production caused by the Client. AMSA is not responsible for storing any files after its last use. Files will not be returned.

## **The New Physician (TNP):**

Print ads must be submitted as press-ready PDFs with hi-res images that are at least 300 dpi. Fonts must also be embedded, and printer's marks (crop marks, registration marks, etc.) must not be included in the file. Ads must use CMYK color only. RGB color or spot colors (such as Pantone colors) are not acceptable. Fractional ads (anything smaller than a full page) must be contained in a box and must not include a bleed. Artwork must be submitted electronically by published art deadline as an attachment to [adv@amsa.org](mailto:adv@amsa.org) or to upload, use the following:

Ftp server= ftp://ftp.thenewphysician.com

Username = adv@thenewphysician.com

Password = HH1AxE2c

Digital ads must adhere to the following requirements and submitted electronically by published art deadline to [adv@amsa.org](mailto:adv@amsa.org):

**Margin Ad** – Image dimensions: 120x600, File format: JPEG or GIF (maximum file size 40K), Corresponding Link: Sent with banner art

**Embedded Video** – Image dimensions: 1280x720 with HD resolution, File format: FLV video format (recommended bitrate is between 300kb/s and 700kb/s, maximum file size 100MB.) Videos must have be at least one second in duration. Video plays when reader clicks on embedded box within digital ad. Videos must not include an autoplay. Two high-resolution PDFs of ad must be sent. One of the PDFs must include a box that shows the placement of the video, and the other PDF is the ad without a box, which is the PDF that will be used in the digital edition. Frames or boxes around video are not recommended as they may shift depending on reader's Internet browser. All embedded videos must be hosted on YouTube. Corresponding link to be embedded into the video must be sent along with PDFs.

**TNP Electronic Table of Contents, AMSA.org and Weekly Consult:** Banner ad artwork must be submitted as GIF or JPEG files (maximum file size 30K). All ad files, text and corresponding URLs must be sent by email to [adv@amsa.org](mailto:adv@amsa.org) at least 5 business days prior to start date for post to occur as scheduled. Contracted social media is subject to AMSA's guidelines and communications calendar and content is submitted online through the [AMSA Marketing Collateral Vendor Submission form](#).

**Payment Terms:** If credit card payment is not received with the Contract, the Client is billed on the publication's day of issue. Payment is due within 30 days of the invoice date. Payment received after 30 days is subject to a \$75 late fee. In the event an account becomes 60 days past due (90 days from original invoice), all scheduled advertising will be cancelled. Prepayment is required of all new clients. Payment may be in the form of a check made payable to AMSA or with credit card (American Express, Discover, MasterCard and Visa). Cash is not accepted. All payments must be in U.S. currency only.

**Publication Liabilities:** (a) Indemnification by the Client. Except as otherwise expressly provided, the Client shall indemnify and hold AMSA harmless from and against any loss, expense (including attorney's fees) or other liability resulting from any claim or suit for defamation, liable, slander, plagiarism, illegal competition or trade practice, false or misleading advertising, infringement of trademark, service mark, trade name, infringement of copyright or proprietary rights, violation of the right of privacy or any other claim or suit of any nature resulting from the advertising provided by the Client or based on material or information furnished by the Client to AMSA. (b) Indemnification by AMSA. AMSA agrees to indemnify, severally and not jointly, and hold the Client harmless from and against AMSA's gross negligence or willful misconduct where the Ad is prepared and produced by AMSA, excepting any loss that may result directly or indirectly from material or information furnished by the Client.

**Advertising Agencies:** Any person or entity signing the Contract as an advertising agency on behalf of the Client represents and warrants that such person or entity has full power and authority as an agent of the Client to bind the Client to all of the terms and conditions of the Contract, including but not limited to, the obligation for payment in the event of the Agency's failure to do so. In the event the Agency does not have such power and authority, the Agency agrees to pay AMSA and guarantee the payment of the Total Contract Amount in full. AMSA may grant a 15% discount of gross billing to recognized agencies, provided agency requests discount at time of contract and account is paid within 30 days of invoice date. If account is not paid within 30 days of invoice date, AMSA has the right to annul discount and full gross billing will apply.

**Changes/Cancellations:** Any changes to the Contract made by the Client must be made in writing to AMSA prior to the published Art Deadline. No cancellations by the Client will be permitted after the published Art Deadline. AMSA has the right to cancel the Contract at any time upon the default or delay by the Client in the payment of any amount due or other material breach on the part of the Client. Upon such cancellation, all fees for publishing not previously paid shall become immediately due and payable. The Client shall have no claim for damages against AMSA for breach of the Contract. Under no circumstances will AMSA have any liability whatsoever to an Agency.

**Inability to Publish:** Should AMSA be unable to publish at the time specified in the Contract due to any cause of any kind beyond AMSA's reasonable control, such as, but not limited to, acts of God, strikes or other labor difficulties, war, riots, changes in laws and regulations, other acts of government authorities, inclement weather, fire, flood, unavoidable casualties, delays in transportation of materials, or inability to obtain timely delivery of materials from suppliers, AMSA will not be liable to the Client. In the event of such delay, AMSA will notify the Client with a reasonable time, and it is agreed that the time for publication shall be extended for a period of time at least equal to the time lost by reason of the delay.