



# ACTFL ADVERTISING CONTRACT

Online: [www.actfl.org](http://www.actfl.org) • Fax: (703) 894-2905 • Mail: ACTFL, 1001 N. Fairfax St., Suite 200, Alexandria, VA 22314

Questions: Call Casey Bloyer at (703) 894-2900 ext. 109 or e-mail [cbloyer@actfl.org](mailto:cbloyer@actfl.org)

<b>Advertiser/Company</b>		<b>Bill To</b>	
Address		Address	
Phone	Fax	Phone	Fax
E-mail		E-mail	
<b>Production Contact</b>		Company	
Phone	Fax	E-mail	

## SELECT ALL APPLICABLE ADVERTISEMENTS

<b>The Language Educator Full Color Rates (Cost Per Issue)</b>			
Ad Size		1x	4x
Full Page	<input type="checkbox"/> Bleeds <input type="checkbox"/> No Bleeds	<input type="checkbox"/> \$2,970	<input type="checkbox"/> \$2,625
Half Page	<input type="checkbox"/> Vertical <input type="checkbox"/> Horizontal	<input type="checkbox"/> \$2,325	<input type="checkbox"/> \$2,015
Quarter Page		<input type="checkbox"/> \$2,000	<input type="checkbox"/> \$1,640
2-Page Spread	<input type="checkbox"/> Bleeds <input type="checkbox"/> No Bleeds	<input type="checkbox"/> \$4,300	<input type="checkbox"/> \$4,150
Inside Front Cover	<input type="checkbox"/> Bleeds <input type="checkbox"/> No Bleeds	<input type="checkbox"/> \$3,200	<input type="checkbox"/> \$3,120
Inside Back Cover	<input type="checkbox"/> Bleeds <input type="checkbox"/> No Bleeds	<input type="checkbox"/> \$3,200	<input type="checkbox"/> \$3,120
Back Cover	<input type="checkbox"/> Bleeds <input type="checkbox"/> No Bleeds	<input type="checkbox"/> \$3,700	<input type="checkbox"/> \$3,580

  

<b>The Language Educator Black &amp; White Rates (Cost Per Issue)</b>			
Ad Size		1x	4x
Full Page	<input type="checkbox"/> Bleeds <input type="checkbox"/> No Bleeds	<input type="checkbox"/> \$1,670	<input type="checkbox"/> \$1,585
Half Page	<input type="checkbox"/> Vertical <input type="checkbox"/> Horizontal	<input type="checkbox"/> \$1,025	<input type="checkbox"/> \$975
Quarter Page		<input type="checkbox"/> \$700	<input type="checkbox"/> \$550

<b>Convention Program Guide Rates</b>				
Ad Size		Full Color	2-Color	Black & White
Full Page	<input type="checkbox"/> Bleeds <input type="checkbox"/> No Bleeds	<input type="checkbox"/> \$2,615	<input type="checkbox"/> \$1,720	<input type="checkbox"/> \$1,300
Half Page	<input type="checkbox"/> Vertical <input type="checkbox"/> Horizontal	<input type="checkbox"/> \$2,155	<input type="checkbox"/> \$1,260	<input type="checkbox"/> \$840
Quarter Page		<input type="checkbox"/> \$1,930	<input type="checkbox"/> \$1,035	<input type="checkbox"/> \$615
Inside Front Cover	<input type="checkbox"/> Bleeds <input type="checkbox"/> No Bleeds	<input type="checkbox"/> \$2,870		
Inside Back Cover	<input type="checkbox"/> Bleeds <input type="checkbox"/> No Bleeds	<input type="checkbox"/> \$2,870		
Back Cover	<input type="checkbox"/> Bleeds <input type="checkbox"/> No Bleeds	<input type="checkbox"/> \$3,520		
2-Page Spread	<input type="checkbox"/> Bleeds <input type="checkbox"/> No Bleeds	<input type="checkbox"/> \$4,290		
Center Spread	<input type="checkbox"/> Bleeds <input type="checkbox"/> No Bleeds	<input type="checkbox"/> \$4,560		
Page 1	<input type="checkbox"/> Bleeds <input type="checkbox"/> No Bleeds	<input type="checkbox"/> \$2,840		

## SELECT ALL APPLICABLE PUBLICATIONS

Month & Issue	Ad Reservation	Materials Due	Distribution
<input type="checkbox"/> TLE Jan/Feb 2017	Dec. 4, 2016	Dec. 11, 2016	Jan. 5, 2017
<input type="checkbox"/> TLE Mar/Apr 2017	Feb. 4, 2017	Feb. 11, 2017	Mar. 3, 2017
<input type="checkbox"/> TLE Aug/Sep 2017	July 10, 2017	July 17, 2017	Aug. 7, 2017
<input type="checkbox"/> TLE Oct/Nov 2017	Sept. 8, 2017	Sept. 15, 2017	Oct. 2, 2017
<input type="checkbox"/> Convention Program 2017	Aug. 30, 2017	Aug. 30, 2017	Nov. 2017

<b>My advertisement is:</b> <input type="checkbox"/> Pick Up <input type="checkbox"/> New	<b>TOTAL DUE:</b>
<b>Special Instructions:</b>	

### Ad Submission

Submit ads electronically via e-mail, FTP site, or by mail on a USB drive.

**E-mail:** [pauline@goulahdesigngroup.com](mailto:pauline@goulahdesigngroup.com) **FTP:** [ftp.goulahdesigngroup.com](ftp://ftp.goulahdesigngroup.com)

**Mail:** Goulah Design Group, 2495 Main Street, Suite 404, Buffalo, New York 14214

**Questions:** Contact Goulah Design Group at 716-332-1900

## AD RATES

<b>www.actfl.org Electronic Ad</b>	
<b>Ad Size</b>	
220 x 150 px	<input type="checkbox"/> \$1,200 per month <input type="checkbox"/> \$1,100 per month if multiples
<b>ACTFL Connection Email Blast</b>	
<b>Ad Size</b>	
170 x 170 px	<input type="checkbox"/> \$750 for one <input type="checkbox"/> \$650 for multiples
316 x 75 px	<input type="checkbox"/> \$750 for one <input type="checkbox"/> \$650 for multiples
<b>Advertise in The Language Educator Online</b>	
<b>Ad Size</b>	
550 x 480 px	<input type="checkbox"/> \$1,200 Left of Cover
120 x 600 px	<input type="checkbox"/> \$750 Skyscraper Left
120 x 600 px	<input type="checkbox"/> \$750 Skyscraper Right
468 x 60 px	<input type="checkbox"/> \$650 Full Banner Top
468 x 60 px	<input type="checkbox"/> \$550 Full Banner Bottom
	<input type="checkbox"/> \$500 Add interactivity to print ad

I have read the advertising contract, and agree to the terms and conditions set forth on the following page, and in the current rate card.

Signature:	Name Printed:	Date:
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## ADVERTISING TERMS AND CONDITIONS

THE ADVERTISER OR ITS REPRESENTATIVE AGENCY (HEREINAFTER CALLED THE "ADVERTISER") HEREBY PLACES A REQUEST FOR ADVERTISING IN ANY AMERICAN COUNCIL ON THE TEACHING OF FOREIGN LANGUAGES PUBLICATION SUCH AS THE LANGUAGE EDUCATOR, THE ACTFL PROGRAM GUIDE OR ACTFL E-MAILS OR WEBSITE (HEREINAFTER CALLED THE "PUBLICATION") PURSUANT TO THIS CONTRACT, AND IF THE PUBLISHER (HEREINAFTER CALLED "ACTFL") ACCEPTS THIS OFFER, THE ADVERTISER AND ACTFL HEREBY AGREE THAT THE CONTRACT SHALL BE GOVERNED BY THE FOLLOWING CONDITIONS:

### ADVERTISING PAYMENT POLICY

(a) All payments are due within 10 days of invoice date. A 5% penalty will be imposed on unpaid invoices after 30 days from invoice due date. Interest of 1.5% per month will be charged on invoices after 30 days from invoice date.

(b) ACTFL will hold the Advertiser liable for all payments related to advertising under this contract. All court costs, collection fees and reasonable attorneys' fees incurred by ACTFL in enforcing payment under the terms of this contract and corresponding rate card herein shall also be borne by the Advertiser.

(c) ACTFL reserves the right to cancel this contract at any time upon default or anticipatory default by the Advertiser in the payment of accounts stated or in the event of any other substantial breach or anticipatory breach of this contract by the Advertiser. Upon such cancellation, charges for all advertising published and all other charges payable under this contract shall become immediately due and payable by the Advertiser upon rendition of bills therefore. Advertiser shall make payment to ACTFL within 10 days of receipt of billing.

(d) ACTFL reserves the right to hold all agencies responsible for monies due to the Publisher. The agency agrees that it is acting for the client, and as such binds itself and the client to the terms and conditions listed in this contract. ACTFL may look to both Agency and Advertiser for payment.

(e) The Signee of this contract guarantees that he or she is authorized to purchase and advertise on behalf of the listed company and therefore guarantees full payment.

### RATES

(a) ACTFL represents that all its rates are published on an official rate card which is periodically updated by ACTFL and given a new effective date.

(b) ACTFL's official rate card with rates in effect at the time a requested advertisement is published by ACTFL shall be understood to mean the schedule of advertising rates of ACTFL upon which this contract is based. The Advertiser hereby acknowledges that it is aware of the official rates in effect at the time the Advertising Contract is executed and understands that it may request an updated rate card in writing from ACTFL at any time.

(c) Any and all negotiated advertiser discounts will be communicated in writing by ACTFL to the Advertiser.

### OMISSION OF ADVERTISING

(a) Failure by ACTFL to insert in any particular issue or issues the advertising under this contract invalidates the order for insertion in the missed publication but shall not constitute a breach of contract. ACTFL shall have the right to omit any advertisement when the space allotted to advertising in the issue for which such advertisement is ordered has all been taken, or where there is a substantial change in the product of subject of the advertisement which may conflict with ACTFL's general policy on advertising. ACTFL may also limit the size and or position of an advertisement in any issue.

(b) ACTFL is not liable for delays in delivery and/or non-delivery in the event of an act of God, action by any government or quasi-government entity, fire, flood, insurrection, riot, explosion, embargo, strikes, labor or material shortage, transportation disruption of any kind, work slowdown, printer error, or any condition beyond the control of ACTFL affecting production or delivery.

### TEAR SHEETS

A sample page containing a published version of the advertisement will be provided only upon written request from the Advertiser. Failure to provide tear sheets is not a breach of contract by ACTFL.

### GENERAL

(a) Advertisers may not cancel orders for, or make changes in, advertising after the closing dates of the particular Publication.

(b) ACTFL is not responsible for errors or omissions in any advertising materials provided by the Advertiser (including errors in key numbers) or for changes made after closing dates.

(c) ACTFL may reject or cancel any advertising for any reason at any time.

(d) No conditions, printed or otherwise, appearing on contracts, orders or copy instructions which conflict with, vary, or add to these Terms and Conditions or the provisions of the Publication's official rate card will be binding on ACTFL and to the extent that the Terms and Conditions contained herein are inconsistent with any such conditions, these Terms and Conditions shall govern and supersede any such conditions.

(e) Advertisements simulating the Publication's editorial material in appearance or style or that are not immediately identifiable as advertisements are not acceptable. ACTFL will place the words "Paid Advertisement" within or adjacent to all advertorials which resemble editorial matter.

(f) ACTFL has the right to insert the advertisement anywhere in its Publications at its discretion unless the advertiser purchases a premium placement position or is otherwise stated in writing by ACTFL. For all other advertising, any condition on contracts, orders, or copy instructions involving the placement of advertising (such as page location, competitive separation or placement facing editorial copy) will be treated as a positioning request only and cannot be guaranteed. ACTFL's inability or failure to comply with any such condition shall not relieve the Advertiser of the obligation to pay for the advertising.

(g) Advertisers and their agencies assume liability for all content (including text representation and illustration) of advertisements printed and assume full responsibility for any resulting claims against ACTFL. ACTFL assumes no responsibility if, for any reason, it becomes necessary to omit an advertisement.

(h) ACTFL shall have no liability whatsoever by reason of error or other wrongful or harmful conduct for which it may be responsible in connection with any advertisement beyond liability to give the Advertiser a one-time credit for a future advertisement of similar size. Without limiting the foregoing, under no circumstances shall ACTFL be liable for indirect or consequential damages, including lost profits, whether foreseeable or not.

(i) The sole forum for the litigation of claims between ACTFL and the Advertiser is a State or Federal court in or for Alexandria, Virginia, and Advertiser agrees to submit to the venue and jurisdiction of the same.