

# APRO Advertising Contract

DISPLAY ADVERTISING RATES (EFFECTIVE NOVEMBER 1, 2011). ALL RATES INDICATE PER-AD PLACEMENT.

## RTOHQ: The Magazine

Black-ink and color ad space available

AD SIZE	ONE-TIME	THREE TIMES	SIX-TIMES
Full page (8" x 9 <sup>3</sup> / <sub>4</sub> ")	\$2,090	\$1,880	\$1,777
Full spread (16" x 9 <sup>3</sup> / <sub>4</sub> ")	2,757	2,480	2,336
Two-thirds page (5 <sup>1</sup> / <sub>4</sub> " x 9 <sup>3</sup> / <sub>4</sub> ")	1,727	1,557	1,472
Half page (8" x 4 <sup>3</sup> / <sub>4</sub> ")	1,397	1,270	1,207
Third page (5 <sup>1</sup> / <sub>4</sub> " x 4 <sup>3</sup> / <sub>4</sub> ")	1,045	939	894
Sixth page (2 <sup>1</sup> / <sub>2</sub> " x 4 <sup>3</sup> / <sub>4</sub> ")	703	635	595
Twelfth page (2 <sup>1</sup> / <sub>2</sub> " x 2 <sup>1</sup> / <sub>4</sub> ")	381	342	322

- ▶ Four-color: add \$650 (see rate sheet for details)
- ▶ **Advertorials:** place a full-page, four-color advertisement at the normal display rate and receive up to three additional pages of customer-supplied editorial space at \$900 per page.
- ▶ Special placement (six-time insertion only; non-cancelable; four-color process required): back cover: \$2,735; inside front cover: \$2,600; inside back cover: \$2,445

## RTO Almanac

Black-ink and color ad space available

Full page (7 <sup>1</sup> / <sub>2</sub> " x 10")	\$1,600
Half page (7 <sup>1</sup> / <sub>2</sub> " x 4 <sup>7</sup> / <sub>8</sub> ")	1,300
Inside front cover or inside back cover	1,900
Page one	1,700

- ▶ Four-color: add \$650

- ▶ Positions facing specific editorial, a specified page number or requiring consecutive pages: add 10 percent positioning charge.
- ▶ Commissions: 15 percent of gross billings to recognized agencies or for camera-ready material. No commission will be granted for web-based (www.RTOHQ.org) or electronic newsletter (RTO Today) ads.
- ▶ APRO associate members receive an additional 5 percent discount.
- ▶ Employee recruitment advertisements will not be accepted in any APRO publication.
- ▶ Covers and special positions given to APRO associate members first.
- ▶ See rate sheet for additional information, requirements and deadlines regarding APRO publications.

## COMPANY INFORMATION

Name \_\_\_\_\_ Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone ( \_\_\_\_\_ ) \_\_\_\_\_  
 Email address \_\_\_\_\_ Website URL \_\_\_\_\_

## SPACE RESERVATION

**RTOHQ: The Magazine**

Insertions:  January-February  March-April  May-June  July-August  September-October  November-December

Ad size \_\_\_\_\_ Frequency \_\_\_\_\_  Four-color  Black ink only

**RTO Almanac 2012** Ad size \_\_\_\_\_  Four-color  Black ink only

**APRO 2012 Convention and Trade Show Guide**  Four-color  Black ink only

**RTO Today e-newsletter** Banner:  Six months  Month-to-month basis Square:  Six months  Month-to-month basis

**APRO website ad** Banner:  Six months  Month-to-month basis Square:  Six months  Month-to-month basis

I have read and understand the charges and placements and terms and conditions listed on the reverse of the contract.

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

## RTOHQ: APRO's website

Static or animated GIF banner ad space available

AD SIZES	ONE-MONTH	SIX-MONTHS
468 pixels x 60 pixels (banner)	\$300	\$1,500
300 pixels x 250 pixels (square)	\$600	\$3,300

- ▶ File size is limited to 25k
- ▶ Electronic ads will rotate throughout the entire APRO website (www.RTOHQ.org).

## RTO Today: APRO's e-newsletter

Static or animated GIF ad space available

AD SIZES	ONE-MONTH	SIX-MONTHS
234 pixels x 60 pixels (banner)	\$600	\$3,300
125 pixels x 125 pixels (square)	\$500	\$2,700

- ▶ File size is limited to 25k

## APRO Convention Show Guide

Black-ink and color ad space available

Full page, black-and-white (8" x 9 <sup>3</sup> / <sub>4</sub> ")	\$1,000
Full page, color	1,400
Back cover	1,600
Inside front cover or inside back cover	1,500
Page one	1,500

# APRO Advertising Terms and Conditions

This agreement made and entered into by and between the Association of Progressive Rental Organizations (hereinafter called APRO) and the advertiser (hereinafter called Advertiser) for *RTOHQ: The Magazine* and/or *RTO Today* advertising and/or APRO Web advertising and/or *Show Guide* advertising and/or *RTO Almanac* advertising (hereinafter called Advertising).

- Advertiser hereby requests and authorizes APRO to insert the advertising described on the reverse side in the specified APRO publication to be distributed to subscribers and others.
- Advertiser warrants that Advertiser is the owner or agent duly authorized to sell the product or service shown in the copy submitted for advertisement and/or coupon and that Advertiser has the right to use and advertise the trademark, trade name, photograph or name of a person or any illustration and can substantiate claims made in advertisement copy used therein. If any such right or use by the Advertiser is denied or challenged by any other person, Advertiser shall indemnify and hold harmless APRO and the Distributor from any claims, liabilities, damage or expense (including court costs and reasonable attorneys fees) incurred as a result of the publication of such advertisement in the APRO publication.
- Advertiser warrants that Advertiser assumes sole responsibility for the protection of its copyright in writing, pictorial illustration, design map, photograph or combination thereof included in its coupon and/or advertisement. Advertiser agrees to indemnify and hold harmless APRO and the Distributor from and against any and all liability claims, demands, suits or causes of action, whether or not attributable to the negligence of APRO and/or the Distributor and will pay all expenses, including attorneys fees, incurred by APRO in the defense thereof arising out of the publication of any trademark, trade name or any name, portrait, picture or illustration of a person in accordance with this order or any copy submitted in connection with this order.
- The sales representative of APRO has no authority to make any changes in this agreement or to commit APRO or the Distributor in any manner whatsoever in contradiction to the provisions expressly set forth in this agreement. No verbal agreements will be recognized or considered binding by either party hereto concerning advertisement production or contracted space. Any changes on the reverse of this contract must be initialed by Advertiser and put in writing.
- APRO may reject any advertising or copy that does not conform to the standards or regulation of the publication or that in APRO's sole judgment will confuse the public using APRO or be otherwise detrimental to the general purpose served by APRO.
- Advertiser understands that APRO may place advertising on any page and in any position, but will do its best to meet special requests when possible. Placement will only be guaranteed when a fee of 10 percent of the gross is paid. Advertiser can be given no exclusivity for its product or service in any edition.
- Advertiser warrants that any offer, price, rebate or discount made by Advertiser in a coupon or advertisement must remain valid for at least, but not limited to, the month in which the publication is distributed and must be so stated in the coupon or advertising or both.
- APRO reserves the right to exercise printer's prerogative concerning details relating to typeface and style, photographs and illustrations, use of Benday and minor adjustments in layout of advertising and coupons. APRO publication quality is limited to total parts of past editions and subject to offset printer's limitations.
- The liability of APRO for damages resulting from errors in and/or omissions of the advertising provided herein, and the liability of the Distributor for failure to deliver the publication shall be limited to an amount not exceeding the charge paid by the Advertiser for advertising involved. Advertiser is required to report any errors and/or omissions, in writing, to APRO within fifteen (15) days from the date of invoice, and failure of Advertiser to so notify APRO shall be deemed conclusive evidence of compliance by APRO and the absence of errors and/or omissions.
- The omission of an advertising unit from any edition of *RTOHQ: The Magazine* shall be rectified in the next available edition of the specified publication. Other than making the refund described in this Paragraph "10," APRO shall have no other or further liability by virtue of said omissions.
- This Agreement may be terminated, or the Advertising may be cancelled in whole or in part, by APRO or the Advertiser upon written notice by certified mail to the other party only prior to the closing date applicable to the first insertion on the current contract. Advertiser understands and agrees that after the initial closing date, this contract is legally binding and non-cancelable.
- APRO publications are printed for distribution to APRO members and subscribers throughout the country. Estimated circulation is available on request. APRO anticipates that the number of printed copies of an edition of *RTOHQ: The Magazine* will be sufficient for distribution for one (1) year following publication.
- Subject to the provisions of Paragraph "9" hereof, the failure of APRO to publish any issue or any late publication by APRO shall not subject it to liability if such failure was occasioned by acts of God, accidents, strikes or other contingencies or events beyond APRO's control.
- APRO pays a 15 percent agency commission to recognized advertising agencies. Publisher reserves the right to require advance payment for ads, unless credit is approved by Publisher. Upon billing, net amount is due and payable to APRO within 30 days of the invoice date. In the event Advertiser and/or agency defaults in payment of bills, such bills are turned over for collection. In this event, Advertiser and/or agency shall be totally liable for all fees and sums charged by the collection agency or attorney. If any suit or other judicial proceeding is instituted or is collected through probate or bankruptcy proceeding, Advertiser and/or agency shall be totally liable for all attorneys fees and court costs incurred by APRO in the collection of said bills. Any breach of this contract will render full worth of contract due and payable at APRO at time of action.
- Advertiser agrees that all information set forth on the reverse is correct and does guarantee payment of all obligations incurred by Advertiser to APRO. All requirements of demand or notice and any requirement of proceeding against anyone or anything else first are waived. It is understood all indebtedness bears interest at 18 percent per annum from the due date. It is also understood the debt shall include all costs of collection including reasonable attorney's fees and all obligations are payable to APRO. In case of indebtedness past 90 days from original insertion date, APRO reserves the right to charge Advertiser for contracted space and suspend publication of said Advertiser's advertisement in future issues until which time payment due is received. In the instance an APRO publication rate increase occurs during suspension of advertising, Advertiser shall then be liable for such rate increase on advertisements run following termination of the suspension.
- In the event APRO is requested by Advertiser to design an advertisement, it shall submit copy sheet for Advertiser's approval, on request, showing copy layout and content. Advertiser shall be obligated to return copy sheet which they consider satisfactory in accordance with Advertiser's instructions thereon, not less than 72 hours prior to the closing date of the applicable issue of the APRO publication. (An additional 72 hours is required if copy is mailed). Neither the Advertiser nor its agent may cancel after the initial closing date. If by closing date, APRO has not received copy which in its sole discretion, it deems acceptable for publication, APRO may either repeat the Advertiser's most recent advertisement which APRO has published, or publish nothing, charging the agency and Advertiser for any space reserved by them.
- This Agreement shall not be binding upon APRO unless and until it is accepted by a duly authorized representative of APRO. It is non-cancelable except for the provisions in paragraph "11" hereof.
- For value received, Advertiser hereby assigns APRO all rights, title and interest to all layouts of advertisements which represent the creative effort of APRO and/or utilization of its own illustrations, labor and composition material. APRO offers production services at cost to the Advertiser. If an advertisement produced by APRO is to be placed in another publication, an additional fee comparable to local agency rates will be charged.
- Advertiser agrees the sole responsibility of APRO is to put forth the Advertiser's advertisement to its readership, with exception to the provisions contained within paragraphs "9, 10, 11, 12 and 13" hereof.
- This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, provided, however, that it shall not be assigned without the prior written consent of APRO.