

**TURNABOUT PUBLISHING**  
P.O. Box 640482  
Pike Road, AL 36064  
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turnaboutpub@yahoo.com

# Advertising Application

**THIS IS A LEGALLY BINDING CONTRACT AND IT INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE.**

APPLICANT	
Repeat last year's Ad <input type="checkbox"/> no changes <input type="checkbox"/> with changes <input type="checkbox"/> this is a new ad	
Business name _____	
Address _____	
City/State/Zip _____	
Tel ( ) _____ Fax ( ) _____	
Email address _____	
Church name _____	
Church member name to put on the ad _____	

SPECIAL INSTRUCTIONS
Date: _____
<input type="checkbox"/> Artwork attached
<input type="checkbox"/> Picture attached
<input type="checkbox"/> Add color (please specify): _____
Instructions: _____
_____
_____
_____
_____

CLASSIFIED HEADINGS	AD SIZES AND PRICES	QTY	TOTAL
(list each one separately)	<b>Cover Positions:</b>		
1.	Inside Front (full color) \$850.00		
2.	Inside Back (full color) \$760.00		
3.	Outside Back (full color) \$925.00		
4.	Glossy Insert (full color) \$500.00		
	<b>Black and White Inside (add color \$50.00):</b>		
6.	Classified Headings (1 free with ad) Each additional \$5.00		
7.	Classified Heading only/with no ad \$25.00		
8.	Half Page ad (horizontal) 7 3/8" x 5" \$350.00		
9.	1/4 Page ad (vertical) 3 1/2" x 4 3/4" \$194.50		
10.	1/8 Page ad (business card size) 3 1/2" x 2" \$94.50		

TERMS
Payment Method: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Check or Money Order (payable to TURNABOUT)
_____ Exp. date _____ Name on Card _____
The applicant, acting through the undersigned, who represents that he is duly authorized by the applicant, agrees to this contract. The undersigned has read this application, including the terms and conditions on the reverse side, and by his signature acknowledges that he has received a copy of this application and agrees to the terms and conditions as stated. The applicant understands and agrees that this contract is subject to acceptance by the home office of the publisher. This agreement cannot be cancelled except as stated herein.
Applicants signature: _____ Date: _____

<b>SUBTOTAL</b>	
<b>TAX</b>	
<b>MISC</b>	
<b>BAL DUE</b>	

# TERMS AND CONDITIONS

1. This application will become a contract when signed by the applicant and accepted by the publisher. This contract contains the entire agreement between the parties hereto for the forthcoming issue and subsequent issues and cannot be changed, altered or canceled except by written agreement signed by all parties hereto. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein or written hereon, and no agent or employee of publisher has the authority to vary any of the terms of this application.
2. The publication advertising specified on the face of this contract is for insertion in the publication issue as indicated and the applicant agrees to pay the charges as indicated on the face of this contract, plus all state and local taxes attributed thereto. Applicant also agrees to reimburse publisher for any expense incurred during the interim in the event of a cancellation.
3. Cancellation of this agreement, by the advertiser after the five-day grace period, will constitute a forfeit of the one-third down payment. Deposits made in accordance with this contract are refundable only at the discretion of the publisher. In the event the publisher agrees to cancel this contract, any payments or deposits made by applicant may, at the discretion of the publisher, be applied to commission, typesetting, graphic artwork and bookkeeping charges. No refunds will, however, be made unless and until the applicant has paid all charges for commissions, typesetting, graphic artwork, bookkeeping and any other charges incurred in full.
4. It is mutually understood and agreed that the name, address and telephone number of an applicant, wherever appearing in the publication, will conform to the information carried on the publisher's records, and the classified headings used will conform to the standard terms used by the publisher. All copy, listings and classifications therefore will be changed where necessary to conform to the publisher's listing practices.
5. Notwithstanding any statements or representations of publisher's representatives, the publisher does not guarantee the position of display advertising.
6. It is the responsibility of the applicant to inform the publisher in writing, and at least 30 days prior to the printing of the publication, of any change in address or telephone number of the applicant following the date of execution of this contract.
7. The change in telephone number or address of a business, or discontinuation of business after execution of the contract, shall not be deemed as making this contract null and void.
8. The applicant agrees that the publisher shall not be liable for errors or omissions in the publication beyond the amount paid for the publication advertising omitted, or in which errors occurred, for the issue life of the publication involved. The applicant further agrees that any adjustment made due to error will be based on the facts and the extent of seriousness thereof. However, if a copy of the advertisement is delivered or mailed to the applicant and said copy is not returned to the publisher within 30 days prior to publication date, it is mutually agreed and understood that said proof shall be assumed to be correct, and the publisher shall not be liable in any way for errors occurring in the advertisement. No adjustment will be considered on free classifications.
9. The applicant warrants that he is authorized and entitled to advertise the business, service, product, trademark or trade name described in the copy and listing furnished, and further warrants that any copy material or display advertisement which he may furnish to the publisher is his property, for which the copyright or the privilege to copyright has not been granted to any other person or company. In respect to such warrants the applicant agrees that he will indemnify and hold harmless the publisher from and against any and all claims, demands, suits, damages, causes of action or liabilities, and will pay all reasonable expenses incurred in the defense thereof, which may result if the certification is incorrect or false, or if the applicant fails to give prompt notice of change or withdrawal of authorization from the use of said trademark, trade name, copy material or advertisement in the publication representation herein requested.
10. The applicant agrees to assume sole responsibility for the protection of its proprietary interest in any writing or illustration in its advertisement, and hereby authorizes publisher to permit any other person or publishers to copy or reproduce the advertisement appearing in the publication.
11. For any publication advertising involving copy, cuts, illustrations or other artwork, applicant agrees to sign an advertising printing order. The advertising printing order is incorporated herein by reference. The copy, cuts, illustrations and other artwork, excluding registered trademarks and servicemarks, used in preparation of the applicant's publication advertising, are the property of the publisher. Applicant agrees the publication advertising specified on the face of the application may not be reproduced or assigned for reproduction, in whole or in part, without the express prior written consent of the publisher. The publisher will not withhold permission for reasonable use of such copy, cuts, illustrations, artwork or advertising, if applicant makes the request for use pursuant to written request.
12. Reasonable care is taken to see that the publication delivery is accurate. However, the publisher does not guarantee a 100% delivery accuracy.
13. A late charge equal to the highest contract rate allowed by law will be charged on any balance not paid before the next billing due date. If applicant defaults in paying any charge when due, publisher may, at its option, declare all charges for the remaining contract period immediately due and payable, along with reasonable attorney's fees, court costs and other reasonable expenses incurred if it becomes necessary to exert these means to effect collection.
14. If the applicant sells or assigns his business, then this contract will be considered as part of the sales and/or assignment, and the amount of monies remaining due on the contract shall be paid out of the proceeds of the sale. The applicant also agrees that any expenses incurred, including reasonable attorney's fees, court costs and other reasonable expenses incurred if it becomes necessary to exert these means to effect collection.
15. Publisher reserves the right to extend or reduce by not more than six (6) months the issue date and period of the publication.
16. In the event any part of this contract is determined by a court of competent jurisdiction to be void, then and in that event said void part of this contract shall be considered to be severable from the remaining provisions of this contract and the remaining provisions of this contract shall remain in full force and effect.