

# ASQ Master/Insertion Print Contract

## Company Name

Name \_\_\_\_\_  
 Contact \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 City \_\_\_\_\_ State/Prov. \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 Web \_\_\_\_\_  
 Acct. Number \_\_\_\_\_

## Advertising Agency

Name \_\_\_\_\_  
 Contact \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 City \_\_\_\_\_ State/Prov. \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 Web \_\_\_\_\_  
 Acct. Number \_\_\_\_\_

Print contract under advertising agencies please add PSC advertising in *Quality Progress* magazine is not subject to agency commissions.

*Quality Progress*    *Six Sigma Forum Magazine*    *JQP*    *Software Quality Professional*    *Other* \_\_\_\_\_

Display    Literature/Web Review    Classified    PSC    Insert

Size \_\_\_\_\_ Shape \_\_\_\_\_ Color \_\_\_\_\_ Position \_\_\_\_\_

Frequency 1x   2x   3x   4x   6x   8x   12x   18x   24x

## Insertion Dates: Publication

(Starting) 20 _____	20 _____
Jan _____	Jan _____
Feb _____	Feb _____
Mar _____	Mar _____
Apr _____	Apr _____
May _____	May _____
Jun _____	Jun _____
July _____	July _____
Aug _____	Aug _____
Sept _____	Sept _____
Oct _____	Oct _____
Nov _____	Nov _____
Dec _____	Dec _____

## Cost:

B/W Space \_\_\_\_\_  
 Color \_\_\_\_\_  
 Position \_\_\_\_\_  
 Total Gross \_\_\_\_\_  
 Discount \_\_\_\_\_  
 Net Cost \_\_\_\_\_

## Special Issues/Programs Section/Issue

(Starting) 20 _____	20 _____
Jan _____	Jan _____
Feb _____	Feb _____
Mar _____	Mar _____
Apr _____	Apr _____
May _____	May _____
Jun _____	Jun _____
July _____	July _____
Aug _____	Aug _____
Sept _____	Sept _____
Oct _____	Oct _____
Nov _____	Nov _____
Dec _____	Dec _____

Total Cost: \_\_\_\_\_

### Billing

Check no. \_\_\_\_\_ My check for \$ \_\_\_\_\_  
 \_\_\_\_\_ is enclosed  
 Invoice Company    Invoice Agency

FOR INTERNAL USE ONLY: Cost Center \_\_\_\_\_

### Credit Card

MasterCard    Visa    American Express

Card number: \_\_\_\_\_

Expiration date: \_\_\_\_\_

Name of cardholder: \_\_\_\_\_

Please send completed contract to:  
**ASQ Media Sales**  
 600 N. Plankinton Ave.  
 Milwaukee, WI 53201-3005  
 t: 414-272-8575  
 800-248-1946  
 f: 414-765-8671  
 www.asq.org

**I have read and agree to all rules and regulations of publication.\***

Signature (Advertiser or Agency Representative) \_\_\_\_\_

ASQ Media Sales Executive

on \_\_\_\_\_ 20 \_\_\_\_\_

\*ASQ advertising rules and regulations are on the back of this contract.

ASQ Media Sales • www.asq.org • 800-248-1946 or 414-272-8575 • E-mail: sales@asq.org



## Print Advertising Rules and Regulations

- To receive a stated frequency and earned rate, a signed contract must be on file with ASQ Media Sales. Any advertiser who fails to fulfill the contract will be rebilled at the appropriate rate.
- Rates on units of varying size are determined by totaling the number of insertions used during a 12-month period. No space smaller than one-half page may be included as a "rate holder" to earn a frequency discount on larger sizes. Publisher reserves the right to change its rates upon 90 days written notice to advertiser. Advertisers wishing to cancel a contract at that time may do so without being subject to a short rate.
- No conditions, printed or otherwise, appearing on the space order, billing instruction, or copy instructions that conflict with the publisher's stated policies will be binding on the publisher.
- All advertising orders are accepted subject to the terms and provisions of the current rate card. Orders are accepted subject to change in rates upon notice from the publisher; however, orders may be canceled at the time the change in rates becomes effective without incurring a short-rate adjustment, provided the rate has been earned up to the date of cancellation.
- A contract year, or 12-month period, starts from the date of the first insertion. Twelve-month periods do not overlap; space counted in one contract period to determine the rate for that period cannot be counted again toward determining the rate for the subsequent or past periods.
- The forwarding of an order is construed as an acceptance of all the rates and conditions that apply to the advertising at the time it is sold.
- If more or fewer insertions are used within one year than specified in the order, charges will be adjusted in accordance with established rates.
- Failure to make the order correspond in price or otherwise with the rate schedule is regarded only as a clerical error, and publication is made and charged for upon the terms of the schedule in force without further notice.

### Positions

- Covers and special position requirements are noncancelable. Cancellation of space order forfeits the right to position protection. The publisher reserves the right to give better position than specified in the order, at no increase in rate.
- Requests for specified position at R.O.P. rates are given consideration, but no guarantee is made unless the position premium has been provided for in the contract.
- Advertisements ordered, typeset, and not used will be charged for composition.

## Advertising Content, Indemnification

- Advertiser and advertising agency agree to indemnify, defend, and save harmless the publisher from any and all liability for content (including text, illustrations, representatives, sketches, maps, trademarks, labels, or other copyrighted matter) of advertisements printed, or the unauthorized use of any person's name or photograph arising from the publisher's reproduction and publishing of such advertisements pursuant to the advertiser's or agency's order. The publisher reserves the right to reject, discontinue, or omit any advertising or any part thereof. This right shall not be deemed to have been waived by acceptance or actual use of any advertising matter.
- Acceptance of advertising for any product or service is subject to investigation of the product or service, and of the claims made for it in the advertisement submitted for publication.
- All advertising is subject to the publisher's approval. The publisher reserves the right to reject advertising that is not in keeping with the publication's standard.
- The publisher's liability for any error will not exceed the charge for the advertisement in question.
- The publisher assumes no liability if for any reason it becomes necessary to omit an advertisement.
- Publisher is not liable for delays in delivery and/or nondelivery in the event of act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of publisher affecting production or delivery in any manner.
- Two or more advertisers are not permitted to use space under the same contract.
- When change of copy covered by an uncanceled insertion order is not received by the closing date, copy run in the previous issue will be inserted.
- Any deliberate attempt to simulate a publication's editorial format is not permitted, and the publisher reserves the right to place the word "advertisement" with copy that in the publisher's opinion resembles editorial matter.
- The publisher assumes no liability for error or omissions in key numbers, or its readers service section, and/or readers service numbers, or advertisers index.

### Agency Commission/Payment

- 15% of gross billing allowed to recognized agencies on space, color, and position only, provided the account is paid 30 days from date of invoice. Commissions not allowed on other charges for production or mechanical changes. PSCs are not commissionable.
- Agency commissions will not be allowed on unpaid invoices over 90 days. Any unpaid invoices over 120 days will be submitted for collection. The advertiser has final responsibility for all payments. In the event that the agency (whether paid or otherwise) fails to pay the amount owed (for whatever reason), it will remain the responsibility of the advertiser to see that the account is closed. For agencies having displayed poor financial record, publisher reserves the right to refuse an insertion order from the agency, and advertiser may place the advertisement directly.