

PAMED Advertising Agreement

I have the authority to execute this advertising contract on behalf of the above named "advertiser" and, with my signature, authorize PAMED, to publish advertising on behalf of the "advertiser" as outlined above within a 12-month period. I understand that payment must be made in advance for all advertisements on or before the copy deadline for the issue in which the ad is to appear. My acknowledgement on this form authorizes any investigation necessary in order to establish and maintain good credit with PAMED. I understand that all advertising sales are final and non-refundable. I further understand that this contract is for the term stated and that a new contract must be executed to continue advertising with PAMED beyond the stated period.

If the publisher does not receive copy by the deadline, the last ad that appeared under the multiple insertion contract will be re-run. All accounts are subject to a late payment charge computed at 1.5 % per month (18% annual percentage rate) on any balance due 30 days after the billing date. PAMED reserves the right to hire attorneys as needed and to recover from advertiser all reasonable attorney's fees and costs incurred to collect the balance due.

Credit for errors made by the publisher in the advertisement shall not apply to more than one insertion. It is the advertiser's or its authorized agency's responsibility to notify the publisher of errors in writing prior to the next deadline. All advertising is subject to publisher's approval and agreement by the advertiser to indemnify and protect the publisher from loss or expense on claims or lawsuits based on the subject matter of such advertisements.

ADVERTISEMENT.

For the purposes of this agreement, "advertisement" includes any placement in *The Dose* or print ad in the Annual Awards Publication.

DEADLINES.

Digital advertisements are placed in our weekly *The Dose* e-newsletter. The Dose digital ads must be submitted at least 5 business days prior to the desired run date. PAMED reserves the right to schedule your advertisement run within 3 weeks of your desired run date. The Awards Publication print ads are due on September 1. In the case of long-term purchases, the most recent content submitted prior to the deadline for a purchased issue will be used for that issue.

ADVERTISING DESIGN & PRODUCTION.

All ad materials shall be submitted in accordance with the specifications as set forth at www.pamedsoc.org/Advertising. PAMED reserves the right to adjust the size of advertisements that do not conform to required specifications, exclude advertisements from certain pages, and control the position of all advertisements.

COPY ACCEPTANCE.

PAMED may in its sole discretion, at any time and for any reason, cancel or refuse any advertisement, regardless of whether such advertisement previously was accepted by PAMED. Payment for advertisements rejected due to content will be returned to the Advertiser. Advertising that resembles an editorial (native ad) shall be marked "Advertisement" at the top of the ad.

ADVERTISER'S RESPONSIBILITY.

All advertisements are accepted and published by PAMED upon the representation that the Advertiser is authorized to publish the entire contents and subject matter thereof.

Advertiser agrees to indemnify and hold PAMED harmless from and against any loss or expense resulting from a claim or suit based upon the contents of Advertiser's advertisement, including but not limited to defamation, violation of privacy, plagiarism, copyright or trademark infringement, or unauthorized use of a person's name or photograph.

WITHOUT CAUSE TERMINATION

Notwithstanding any other term to the contrary, either party may terminate this contract with 60 days written notice to the other party. Written notice may include notice via U.S. mail, e-mail, facsimile, or other written medium evidencing one party's intent to terminate the contract. If the contract is terminated pursuant to this clause, any obligation in effect prior to this termination shall still be honored, including payment for any advertisements not subject to cancellation.

LIMITATION OF PAMED LIABILITY.

Advertiser assumes responsibility for any errors in ad copy or design contained in materials supplied to PAMED or designed by PAMED and approved by Advertiser. PAMED shall make every reasonable attempt to avoid errors in production; however, in case of error determined to be the sole responsibility of PAMED, PAMED shall credit to Advertiser the payment for the applicable issue only.

IN NO EVENT SHALL PAMED BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED BY ADVERTISER IN THE EVENT OF ANY ERROR OR OMISSION BY PAMED. ADVERTISER AGREES THAT IN CASE OF FIRE, THEFT, VANDALISM, ACTS OF GOD, OR OTHER CIRCUMSTANCES CREATING THE INABILITY OF PAMED TO FULFILL THIS CONTRACT, LIABILITY OF PAMED SHALL BE LIMITED TO THE REFUND OF THE AMOUNT PAID FOR THE APPLICABLE ISSUE, OR CANCELLATION OF THE INVOICE FOR THE APPLICABLE ISSUE IF NOT YET PAID.