

Program Advertising

THIS AGREEMENT made this _____ day of _____, by and between
_____ (“Theater”) and _____
_____ (“Advertiser”).

The Theater publishes a program which it distributes free of charge to its patrons at all performances.

The Advertiser herein agrees to purchase advertising space in the aforesaid program upon the following terms and conditions.

1. The Advertiser hereby purchases advertising space, at the following rate, size, location, and number of insertions:

_____ Full Page _____ Insertions _____ Total price

_____ ½ Page _____ Insertions _____ Total price

_____ ¼ page _____ Insertions _____ Total price

The Advertiser understands and agrees that the Theater does not guarantee location for any of the above.

_____ Inside Front Cover _____ Insertions _____ Total price

_____ Inside Back Cover _____ Insertions _____ Total price

_____ Outside Back Cover _____ Insertions _____ Total price

2. The Advertiser _____ will _____ will not provide camera ready copy.

[The Advertiser requires typesetting, at an additional cost of _____.]

[The Advertiser requires additional specifications, as follows: _____

_____.]

The cost of the additional specifications is _____.]

3. The total cost to the advertiser is _____, payable upon the following schedule: _____
_____.

4. The deadlines for providing copy for the advertising for each issue is:

Issue _____ Deadline _____

Issue _____ Deadline _____

Issue _____ Deadline _____

[If the Advertiser requires typesetting, Theater will provide proofs to the advertiser not later than _____ days before printing. Advertiser will thereupon return same with necessary corrections or approval not later than _____ days before printing.

Advertiser may correct only printer's errors; the advertisement itself may not be changed without additional charge. If the Advertiser fails to return corrected proofs or approve of same within the aforesaid time limit, it is conclusively agreed and understood that the Advertiser approves of same.]

5. The Theater's liability in the event of an error in printing, or a failure to print advertisement for any reason, is limited only to [printing a corrected advertisement in a subsequent issue of the program of the Theater's choosing at no charge to the Advertiser] [refund to the Advertiser of not more than _____ % of the charge for the particular

advertisement in error]. The Theater will not be liable under any circumstances for the Advertiser's incidental or consequential damages, lost profits, expenses, claims by third parties against the Advertiser, or any other costs incurred by the Advertiser as a result of the error.

6. The Theater reserves the right to reject advertising at any time which it deems unsuitable for its publication, which defames or libels any person or entity, infringes upon any trademark, copyright or service mark owned by others, or which violates the right to publicity or privacy of any person or entity, or which promotes or offers for sale any illegal or unlawful substance or thing of any kind or any unlawful or illegal activity.

7. Advertiser represents and warrants that it has the right or license to use any trademarks, copyrights, or service marks owned by others, the likenesses of any persons living or dead, featured in its advertising and, upon request of the Theater, agrees to furnish proof of same. However, regardless of whether the Theater requests proof of Advertiser's authority, the Advertiser will hold the Theater harmless and indemnify it against any claims, causes of action, judgments, settlements, attorney's fees, costs, or any other expenses incurred by the Theater as a result of a breach of this paragraph.

8. The Advertiser may cancel or change any advertisement purchased under this Agreement upon _____ days written notice in advance of the publication of same and will be entitled to a refund for any unused portion of any fees paid, except fees paid for typesetting and other services rendered. The Advertiser may not cancel or change any advertisement once the particular program has [been typeset] [been printed, even if not distributed].

9. The laws of the State of _____ will govern this Agreement.

10. All notices required hereunder will be sent to the parties at the addresses following their signatures below.

In Witness Whereof, the parties have hereunto set their hands and seals this day and date.

_____(Theater)

By _____ [Title]

Address: _____

_____(Advertiser)

By: _____(Title)

Address: _____

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Attorney, producer, and playwright Charles Grippo is the author of *Business and Legal Forms for Theater* and *The Stage Producer's Business and Legal Guide*.