



THEATRE PUBLICATIONS

PROGRAM FOR THE PERFORMING ARTS SINCE 1932

PISANI PRINTING

SPACE CONTRACT

DATE

Bill To	ADVERTISER Name, Address, Phone, Fax, Email	Bill to	AGENCY Name, Address, Phone, Fax, Email
---------	---	---------	---

Creative Contact: Name, Phone, Fax, Email

Venue	Show	Issue Dates	Size	Hz./Vt.	Gross Rate	Position/Premium

Note: All ads are printed in 4 Color, unless provided as B&W.

Billing

- DUE on CONTRACT
- Billed As Published
- Monthly over () months
- CREDIT CARD Other

Gross \$ _____
 Position + \$ _____
 Tax \$ _____
 Total Due \$ _____

Customer Furnished Material

- TP/FTP Site
- Email
- Create New
- Pick up

Please read carefully, sign and return for publisher approval.

Contract, Use, & Disclaimer 1. Contract & copy requirements : Theatre Publications Inc. / Pisani Printing, hereafter TP/ PP reserve the right to exclude any advertisement or print material which, in their opinion, does not conform to the requirements or comply with standards of the publication and /or printed material. No Coupons: No Visuals: pictures of scissors, dotted lines, etc. No Reference: coupon, redeem, tear out, clip this, bring this ad, etc. or resemblance will be permitted. **2. Deadline and Materials Due:** Space Reservation and Completed Material due 10 full work days prior to issue date. Material received past deadline may (or may not) be accepted and published in space reserved, and such space may be filled as necessary by TP/PP, and the cost of this reserved space, and outcome of ad if published, remains the responsibility of the customer. **3. Unauthorized reproduction and uses:** All publishing, or printing, or computer generated matter, accepted, published and /or printed by TP/ PP upon the representation that the agency and /or advertiser and/ or customer is authorized to publish or print, replicate, resemble or reproduce in part or the entire contents and subject matter thereof. In consideration of the publisher / printer's acceptance of such material for publication or printing, the agency and /or advertiser and /or customer will indemnify and hold the publisher / printer harmless from and against any loss or expenses resulting from claims or suits for libel, violation of privacy, plagiarism and copyright infringement and innocent infringement. **4. Any computer generated material** furnished to TP/ PP is solely the responsibility of the customer and will hold no charges against TP/ PP. **5. All copy,** film, art, plates, discs, photos, etc. that is generated by TP/ PP at their expense remains the property of TP/ PP. All material of the customer shall be held for no longer than 6 months unless otherwise noted by customer. **6. Incomplete files.** All copy material, film, art, plates, discs, photos, etc., provided by customer/ agent must be complete and intact. Customer /agent /agency/ will be billed for all costs incurred by TP/PP attempting to fix, reassemble, or complete any material furnished, and customer will not hold TP/ PP responsible for outcome and /or finished product. **7. Change/s order/s must be in writing.** TP/PP will not be held responsible for any faults; for any contract, order, art, print, copy change or insertion order, without authorized written confirmation from the customer/ agent, and TP/PP will not incur any expenses related to said change/s, and will be the full responsibility of the customer. **8. Additional charges** for mechanical work, creative and /or printed material are not subject to agency, broker, sales commission and or discounts, and is taxable. **9. Cancellation:** (Short Rate) When a contract for advertising at a frequency rate is cancelled, the advertiser / agency will be billed at the One Time card rate or applicable rate for number of insertions already published. **10. Reserved Space:** *Guaranteed Reserved Positions;* are NOT cancelable by the advertiser/ agency and will be billed in full. Discounted and Trade or Barter ads are placed in First Come-Space Available Only. **11. Default:** In the event of any breach / and or default by the advertiser/ or agency / or customer, TP/ PP shall be entitled to recover from the advertiser and / or agency and /or customer, in addition to all other damages, all costs and expenses, including court costs, reasonable legal fees, and interest at the maximum rate provided by law. **12. Credit Terms:** (a) Ad Space reservation and Printing services are due and payable at time of contract unless noted. A late charge of 3% of the balance due will be charged monthly for past due accounts. (b.) *Agency Discount:* Full payment of agreed contract amounts must be received by TP/PP within 30 days of insertion order, or first of the month, or program issue date, respectively, or Agency will forfeit all discounts. **13. Only those Conditions** appearing herein are binding upon TP/ PP. All other contracted items listed above will be considered valid **14. Costs for ad design,** graphics, CD's, proofs, etc. are additional and taxable. Minimum of \$ 85. per hr. **15. Contract Discrepancies:** If no written contract discrepancies or errors herein are reported within 30 days of signed contract, this contract will be considered correct. **16. Show Changes:** All shows, dates and rates may be subject to change, canceled, and/or substituted without prior notice. **17. Acceptance:** All herein must be generated by Publisher, accepted and signed by Publisher to be valid.

Thank you for your business.

_____	_____	_____
Advertiser / Agency / Customer / Date	Broker / Sales Representative / Date	Accepted by Publisher / Date
Theatre Publications Inc. / Pisani Printing • 3485 Victor Street, Santa Clara , CA 95054. • 408-748-1600. Fax. 408-748-1122		Gail Pisani

11/18/2009