

CONTRACT FOR ADVERTISING IN LOTUS

This Contract for advertising in Lotus, a monthly publication is made effective as of DATE: _____, by and between _____, and Federation of India Community Associations of 12412 Cedar Road, Cleveland Heights, Ohio 44106. In this Contract, the party who is contracting for advertising in Lotus will be referred to as "_____" (ADVERTISER) and the party who will be publishing Lotus will be referred to as "FICA."

1. DESCRIPTION OF SERVICES. Beginning on DATE: _____, FICA will print in Lotus, advertisement provided by _____, starting in the MONTH of: _____ YEAR: _____ for the next _____ months. If the advertisement provided by advertiser needs to be typeset or is not print-ready, FICA will make reasonable efforts to provide its graphic service to convert the submitted ad document to print-ready format. In most cases, a fee of \$50.00 will be charged to typeset and/or convert the submitted copy to print-ready format quality (high resolution). In case, the submitted copy by the advertiser requires additional work to convert it into print-ready art format, FICA will inform the advertiser regarding the appropriate charge and will get the advertiser's consent before any work is done.

Comments if any:

2. LAST DATE FOR SUBMITTING AD:

10TH of the month for publication in the LOTUS issue of the following month

3. PAYMENT FOR ADVERTISEMENT. In exchange for printing the above advertisement schedule _____ will pay FICA at the time of signing this contract as follows:

- | | |
|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 1/16 page for _____ month/s @ \$ 50.00 = \$ _____
LOTUS ISSUE FOR MONTH (S) OF: | <input type="checkbox"/> for 12 months @ \$ 30.00 = \$ 360.00
LOTUS ISSUE FOR MONTHS: THRU: |
| <input type="checkbox"/> 1/8 page for _____ month/s @ \$ 80.00 = \$ _____
LOTUS ISSUE FOR MONTH (S) OF: | <input type="checkbox"/> for 12 months @ \$ 60.00 = \$ 720.00
LOTUS ISSUE FOR MONTHS: THRU: |
| <input type="checkbox"/> 1/4 page for _____ month/s @ 120.00 = \$ _____
LOTUS ISSUE FOR MONTH (S) OF: | <input type="checkbox"/> for 12 months @ \$ 100.00 = \$ 1,200.00
LOTUS ISSUE FOR MONTHS: THRU: |
| <input type="checkbox"/> 1/2 page for _____ month/s @ \$ 200.00 = \$ _____
LOTUS ISSUE FOR MONTH (S) OF: | <input type="checkbox"/> for 12 months @ \$ 175.00 = \$ 2,100.00
LOTUS ISSUE FOR MONTHS: THRU: |
| <input type="checkbox"/> 1 page for _____ month/s @ \$ 350.00 = \$ _____
LOTUS ISSUE FOR MONTH (S) OF: | <input type="checkbox"/> for 12 months @ \$ 300.00 = \$ 3,600.00
LOTUS ISSUE FOR MONTHS: THRU: |
| <input type="checkbox"/> 1 col. inch _____ month/s @ \$ 20.00 = \$ _____
LOTUS ISSUE FOR MONTH (S) OF: | <input type="checkbox"/> for 12 months @ \$ 15.00 = \$ 180.00
LOTUS ISSUE FOR MONTHS: THRU: |

**Additional type-setting/converting copy to print-ready art format fee = one time charge of \$50.00 in most cases.
Additional charges may apply based on a case by case basis**

4. TERM. This Contract will remain in effect for a period stipulated in items 1 & 3.

CONFIDENTIALITY. FICA, and its volunteer representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of FICA, or divulge, disclose, or communicate in any manner, any information that is proprietary to _____. FICA and its volunteer representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

5. INDEMNIFICATION. Advertiser agrees to indemnify and hold FICA harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against FICA that result from the acts or omissions of FICA and/or FICA's employees, agents, or representatives.

FICA reserves the right to accept or reject an ad for publication in the LOTUS. FICA's decision to do so will be based on the ad meeting moral, ethical, professional advertising, better business practices/ values including truth in advertising and unhappiness by consumer. For each ad accepted by FICA, Advertiser assumes full responsibility of the contents of the ad and in meeting its obligations as to delivery of goods and/or services and will hold FICA harmless for any issues arising out of the advertiser not meeting its obligations to the consumer and/or for any lawsuit arising out consumer's unhappiness with the advertiser for whatever reason .

6. WARRANTY. FICA shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in FICA's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to FICA on similar projects.

7. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

