

# 2019 Advertising Insertion Order

This agreement made on \_\_\_\_\_ between the American Academy of Sleep Medicine (herein after referred to as the "Publisher") and the below-named advertising company and/or advertising agency (herein after referred to as the "Advertiser") is binding to the following terms and conditions.

The advertiser agrees to purchase advertising space in one of the following publications and/or websites and agrees to the terms and conditions stated below.

## Company Information:

Advertiser: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

## Agency Information: (if applicable)

Ad Agency: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

## Ad Placement:

<i>JCSM</i> <input type="checkbox"/>	SLEEP 2019 Preliminary Program <input type="checkbox"/>	SLEEP 2019 Final Program <input type="checkbox"/>	SleepEducation.org Product Guide (12 Month Posting) <input type="checkbox"/>	AASM Quaterly Email Blast <input type="checkbox"/>	<i>Montage</i> <input type="checkbox"/>
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## Ad Type:

*JCSM* -  TOC Email Leaderboard     Transition     Leaderboard

SLEEP 2019 Preliminary & Final Programs, *Montage*, *JCSM*:

Full Page    ½ Page (H/V)    ¼ Page    Position: \_\_\_\_\_    Color:  Yes  No

SleepEducation.org Product Guide  Sponsored Message    Category  CPAP & Supplies    Oral Appliance    Sleep Aids    Other \_\_\_\_\_

AASM Quaterly Email Blast    Sponsored Message

## Issue/Month:

Jan      Feb      Mar      Apr      May      Jun      Jul      Aug      Sept      Oct      Nov      Dec  
                                           

Ad Rate: \_\_\_\_\_ Frequency: \_\_\_\_\_ Total (gross): \_\_\_\_\_

<b>Agency Discount:</b>	<b>Agency Total (net):</b>
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## Payment Information: (Payment must be received by the close date in order for ad to be published. See attached Terms and Conditions.)

Payment Type (select one):  Visa    MasterCard    American Express   OR    Check Number: \_\_\_\_\_

Name of Cardholder (please print): \_\_\_\_\_ Signature of Cardholder: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ V-Code: \_\_\_\_\_

**Publisher's initials** \_\_\_\_\_ **Advertiser's initials** \_\_\_\_\_

## ADVERTISING TERMS AND CONDITIONS

The American Academy of Sleep Medicine (AASM) is the Publisher of the *Journal of Clinical Sleep Medicine*, *Montage*, SLEEP 2019 Preliminary and Final Programs, SleepEducation.org, and the AASM Quarterly Email Blast. The following is the AASM Terms and Conditions for these publications. Advertisers will be required to agree to these when completing the Advertising Insertion Order.

### ACCEPTANCE OF ADVERTISING

All advertisements are subject to review and approval by the Publisher. The Publisher may, at its discretion, require edits or reject any advertisement submitted by the Advertiser.

Ads that have not previously appeared in any of the Publisher's publications must be submitted for approval at least two weeks prior to the ad space closing. In light of the great effort an organization may undertake in developing advertising campaigns, advertisers are encouraged to forward proposed advertisements in rough form.

Advertorials are prohibited.

Products or services with no direct relation to the sleep medicine and sleep research industry may be eligible for advertising if approved by the Publisher.

Advertisements that conflict or have the appearance of conflicting with the Publisher's policy are prohibited.

The fact that an advertisement for a product, service or company has appeared in a previous publication shall not be referred to in collateral advertising.

Any reference to the Publisher or its affiliate's products, services or standards in advertisements, promotional material or merchandising by the advertiser or the agency is prohibited.

Promotion of products, services or meetings that compete directly with those offered by Publisher or its affiliates are generally prohibited.

The Publisher reserves the right to decline advertising for any educational course, meeting or related event if the advertised event falls 90 days before or after an event held by the Publisher or its affiliates.

Membership solicitation by organizations other than the Publisher or its affiliates is prohibited. Fundraising by organizations or individuals other than the Publisher is strictly prohibited.

All advertisements must clearly and prominently identify the advertiser by trademark, signature or name.

Advertising copy must be factual, in good taste, and all claims must be fully supportable.

Advertisements containing testimonials or those that quote the names, statements, or writings of any individual, public official, government agency, testing group or other organization must be accompanied by written consent for use from the quoted individual or entity.

Advertisements using exclusive claims such as "best", "the most effective" or "only" or any other word with the same meaning to describe their products or services is prohibited. Please contact the National Sales Manager for words or statements in question.

All claims of fact must be fully supportable and should be meaningful in terms of performance or any other benefit. Advertisers should avoid the use of claims whose validity depends upon extremely fine interpretations of meaning. This does not exclude the use of normal qualifiers, such as footnotes, which may be necessary to render a claim true.

Complete scientific and technical data, whether published or unpublished, concerning the product or service's safety, operation and usefulness may be required. Samples of the products are not to be submitted.

Advertisers may cite in footnotes references from scientific literature, provided the reference is truthful and is a fair representation of the body of literature supporting the claim made.

Comparison to any Publisher's products or services is prohibited. Comparisons to a competitor's products or services in the Publisher's communications vehicles are prohibited.

The use of the Associated Professional Sleep Societies (APSS), American Academy of Sleep Medicine (AASM), or any other affiliate's name and/or logo, is prohibited without prior written approval.

All advertisements are accepted and published by Publisher on the warranty of the advertiser and agency that both are authorized to publish the entire contents and subject matter of the advertisement.

The inclusion of an advertisement in the Publisher's publications is not to be construed or publicized as an endorsement or approval by the Publisher, or its affiliates, nor may the advertiser promote that its advertising claims are approved or endorsed by the Publisher or its affiliates.

Artwork, format, and layout should be such as to avoid confusion with editorial content of the publication. The Publisher reserves the right to insert the word "Advertisement" above or below any copy to avoid confusion.

Advertising is separate from content. Advertisers have no advance knowledge of our editorial content, nor do the editors shape content to accommodate advertising. Advertisers do not influence any of our editorial decisions or advertising policies.

Advertising that appears on Publisher's website must be clearly distinguishable from any editorial content.

Online advertisers may receive reports that show aggregate data about their advertisements, including the number of ad impressions generated.

Publisher does not release personally identifiable data on the users of our websites to advertisers.

Advertiser links to other websites cannot prevent a user from easily returning to Publisher's website.

### GENERAL GUIDELINES

Unless ad materials, an insertion order or written instructions clearly stating which advertisement should run are received by the ad materials closing date for ads under contract, the previously run advertisement will be repeated. If no prior advertisement is available, the Publisher will run a house advertisement and advertiser will be responsible for the cost of its original insertion order.

The Publisher reserves the right to change its advertising terms and conditions at any time. Specific actions may be taken by the Publisher for violation of any provision of these guidelines. The action taken will be determined on the basis for the particular circumstances of the violation, but in cases involving major violations, may include legal action.

### LIMITATIONS OF LIABILITY

The Publisher will endeavor to publish advertisements promptly and accurately. The Advertiser shall notify the Publisher of any errors immediately. Upon notification, errors will be corrected in the next available comparable placement of the advertisement, as determined by the Publisher. This shall constitute the sole remedy for any errors.

Publisher shall not be liable for failure to publish any advertisement accepted by Publisher.

The advertiser agrees to indemnify and hold harmless the Publisher for all damages, costs, expenses of any nature including court costs and legal fees, for which the Publisher may become liable by reason of its publication of the advertiser's advertisement.

Advertiser's initials \_\_\_\_\_

The publisher shall not be held liable to the advertiser or agency for any loss that results from the incorrect publication of an advertisement.

The Publisher is not responsible for incorrect ad materials run when ad materials or instructions are not received by the ad material deadline.

The Publisher assumes no responsibility to verify statements contained in an advertisement.

The Publisher does not make corrections to ad artwork. All ad artwork must be submitted in final format. The Publisher will not be held responsible for incorrect ad sizes or incorrect copy in artwork that is submitted or picked up from a previous Publisher or outside organizations publication.

The Publisher is not responsible for the final reproductive quality of any materials provided that do not meet the defined specifications of the publication. This includes color quality when proofs for press match are not provided by the advertiser.

The Publisher is not responsible for printer or clerical errors, typographical errors, or incorrect insertions.

All efforts are made to preserve advertising materials in their original condition. However, the Publisher is not responsible for lost or damaged advertising materials after production.

The Publisher is not responsible for ad placements near competing products unless an agreement has been made in writing between the Publisher and advertiser prior.

The Publisher will not be bound by any condition appearing on insertion orders/contracts or copy instructions submitted by or on behalf of the advertiser, when such condition conflicts with any provision in this rate card or with the Publisher's advertising terms and conditions.

## INTERPRETATION AND APPLICATION OF THE ADVERTISING POLICY

All matters and questions not specifically covered are subject to the final decision of the Publisher.

## TERMS

Net amounts are due by the closing dates listed in the Media Guide. Advertisements will not be published if payment is not received by the closing dates listed in the Media Guide. The suspension of advertising does not relieve the Advertiser of its contractual obligations under this contract.

## ASSIGNMENT OR TRANSFER

Submitted Advertising Insertion Orders may not be assumed or transferred by the Advertiser or Agency. By signing the Agreement, the Advertiser agrees to all conditions stated in this insertion order, as well as the Media Guide, *Journal of Clinical Sleep Medicine* and [sleepmeeting.org](http://sleepmeeting.org) advertising websites. The Advertiser agrees to pay the full amount for all advertisements indicated above.

Signed: \_\_\_\_\_ Advertiser/Title:  
\_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

### Office Use Only

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Advertiser's initials \_\_\_\_\_

A completed and duly signed Agreement guarantees advertising rates for the period identified on the Advertising Insertion Form. If the number of insertions contracted for are not used within the 2019 volume year, the advertiser will be expected to pay the difference between the rate they paid and the rate based on the actual frequency utilized. Advertisers not on a multiple insertion contract must pay at the 1x rate. Frequency discounts will apply as such frequencies are actually earned, but will not be retroactively applied. Complimentary ads do not count toward frequency discounts.

Advertising agency discounts, not to exceed 15%, will be granted only to advertising agencies that are independent of the companies and products/services they represent. By signing the Advertising Insertion Order, advertising agencies assure that they have the right to contractually bind the company being represented and in the event of default of payment or cancellation, both the advertising agency and the company represented are held liable for the obligations of this Agreement.

## CANCELLATION

The Publisher, at its sole discretion, reserves the right to reject requests for advertisements, cancel or not renew previously approved advertisements, at any time for any reason or no reason at all.

The Advertiser may cancel or change an insertion within this Agreement by providing notice in writing to the Publisher on or prior to the ad space closing deadline. Any insertions cancelled after the ad space closing deadline will incur the full cost of the insertion. In instances of cancellation after the ad space closing deadline, the Publisher reserves the right to resell the ad space. The Advertiser is not relieved of any obligations made in the Agreement should the Publisher resell the ad space. Premium positions and transition ads cannot be cancelled.

## SPECIFICATIONS

This Agreement is final to the size, shape, color, and placement as set forth by this agreement and in the Media Guide. All changes thereafter must be approved by the Publisher by the ad space closing deadline and a new Agreement must be signed. All advertising material must be provided in electronic format as outlined in the Media Guide with accompanying high resolution proof by the ad materials deadline.