

Colorado State Magazine Advertising Placement Agreement

This Agreement (Agreement) is entered into this _____ day of _____, 20____, between the Board of Governors of the Colorado State University System, acting by and through Colorado State University, an institution of higher education of the State of Colorado, located at Fort Collins, Colorado, 80523 (University) and the Advertiser and/or Agency as follows:

ADVERTISER

Company _____ Contact _____
Address _____ E-mail _____
City _____ State _____ Zip _____
Telephone _____ Fax _____

AGENCY

Name of Agency _____
Address _____
City _____ State _____ Zip _____
Telephone _____ Fax _____
Account Representative _____

WHEREAS the University sells advertising/sponsorship placements to commercial entities in Colorado State Magazine.

NOW, THEREFORE, in consideration of the above and the mutual promises contained herein, the parties agree as follows:

1. The editor and/or art director of *Colorado State Magazine* shall have the right to refuse any ad, upon proof, prior to publication.
2. Advertiser shall be solely responsible for the content of its advertisement and shall indemnify, defend and hold harmless the University, its governing board, employees, and agents from any liability arising from the advertisement.
3. Colorado State University is a state government institution governed by the Colorado Governmental Immunity Act, Colo. Rev. Stat. Secs. 24-10-101, et. seq. and does not waive any of the protections of such Act. Advertiser shall be solely responsible for the content of its

advertisement and shall indemnify, defend and hold harmless the University, its governing board, employees, and agents from any liability arising from the advertisement.

4. Commercial ads that may cause conflict of interest with University programs will be discussed with program directors. Unresolved conflicts may result in ads being refused or pulled. If a commercial placement is pulled by the University for any reason, the sponsor shall be relieved of liability for payment of a *pro rata* portion of the contract price, calculated by dividing the total number of inserts included in the contract price by the number of inserts that are canceled as a result of the University's action. Nothing in this section shall permit a sponsor to receive any refund, credit or forgiveness of payment if the sponsor decides to withdraw an insert prior to the deadline for an issue publication.
5. This Agreement shall be interpreted and applied in accordance with the Colorado State Magazine Advertising Policy, which is hereby incorporated and made a part hereof. The Policy is subject to change at any time without notice and such changes will be in effect for every advertising placement that occurs after the effect date of the change. Advertiser is responsible for reviewing the Policy from time to time to keep apprised of changes. The Policy is published at the following URL: <http://ccs.colostate.edu/magazine.aspx>. It shall be the responsibility of Advertiser to periodically review the Policy in order to be kept apprised of changes.

AD SPECIFICATIONS

Issue	Year	Size	Cost
Spring	200__	_____	\$_____
Fall	200__	_____	\$_____
Winter	200__	_____	\$_____

Production Charge \$_____

Total \$_____

ORDER INFORMATION

Order placed by:

Advertiser Agency In Person Mail Phone Fax E-mail

Invoice to:

Advertiser Agency

Copy from:

Advertiser Agency

Ad will be sent:

CD E-mail Designed by *Colorado State University*

For multiple insertions, ad art will: Remain the same Change

Payment due within 30 days of invoice date. Any amount not paid when due shall incur interest at the rate of 10% per annum thereafter. Advertiser agrees to pay, in addition to all amounts due, any costs of collection incurred by CSU in the enforcement of this Agreement, including, but not limited to, reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the dates set forth herein and guarantee payment in accordance with the terms of this Agreement. All policies subject to change.

**Board of Governors of the Colorado State
University System, acting by and through Colorado
State University:**

Advertiser:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Authorized Representative

Date: _____

Date: _____

APPROVAL

By: _____

Director, Procurement and
Contracting Services

By: _____

Editor of *Colorado State Magazine*

