



## **ADVERTISING INSERTION ORDER (IO)**

### **STANDARD TERMS & CONDITIONS**

By submitting an Insertion Order (“IO”) for advertising in Lake Jovita Life, \_\_\_\_\_ (“Advertiser”) or its advertising agency (“Agency”) agrees to the following terms and conditions with respect to such advertising (collectively, “Terms”). No other terms and conditions will be binding on Lake Jovita Life or the Lake Jovita Homeowners Association (LJHOA), unless these entities agree to such terms and conditions in writing.

#### **1. INSERTION ORDER.**

- Jovita Life agrees to deliver, and Advertiser/Agency agrees to pay for, the advertising space in the issues selected on the media kit attached to this IO and is subject to these Terms.

#### **2. CANCELLATION AND CHANGES.**

- Advertiser may cancel the IO in writing via U.S.P.S. or other delivery service to the Lake Jovita Homeowners Association, P.O. Box 278, Dade City, FL and will be deemed given upon the Lake Jovita Homeowners Association’s confirmation of receipt. Ads in issues currently in production, printing or mailing cannot be cancelled.
- In the event of voluntary cancellation, all outstanding amounts are due at the time of cancellation.
- In the event of cancellation for default in the payment of invoices, charges for all advertising published as of the cancellation date shall become immediately due and payable.
- No advertiser will be allowed to advertise in an upcoming issue if they are two issues behind in payments.
- Lake Jovita Life or LJHOA reserves the right, without liability, to reject, omit or exclude any IO for any reason at any time, with or without notice to Advertiser, and whether or not such IO was previously acknowledged, accepted, or published. If errors are discovered after the IO has been published, Lake Jovita Life of LJHOA will not be held responsible for said errors because proofs were supplied to the Advertiser and the Advertiser is responsible to contact our office and request corrections and copy changes.

### 3. CREDIT AND PAYMENT TERMS.

- Advertiser will be invoiced the total amount due for advertisements after receiving proof of publication via U.S.P.S. and will be responsible for a full payment due to the LJHOA seven (7) days after first invoice date ("Posting Date").
- If an Advertiser continues to fail to make payment to the LJHOA, Advertiser will be responsible for all reasonable expenses (including attorneys' fees) incurred by the LJHOA in collecting such amounts.

### 4. AD MATERIALS, DELIVERY AND CONTENT.

- It is the Advertiser's responsibility to supply suitable material ("Ad Material") to Lake Jovita Life within the deadlines stated on the IO or a minimum fourteen (14) days prior to issue production. If material is not submitted within such timeframe or is submitted incorrectly, Lake Jovita Life reserves the right to repeat old material.
- Advertiser represents that Advertiser is the owner or is licensed to use the entire contents and subject matter contained in its IO and collateral information, including, without limitation, (a) the names and/or pictures of persons; (b) any copyrighted material, trademarks, service marks, logos, and/or depictions of trademarked or service marked goods or services; and (c) any testimonials or endorsements contained in any IO.

### 5. LIMITATION OF LIABILITY.

- Lake Jovita Life and the LJHOA are not liable to Advertiser or its agency for delay or default in performance or completion of Services under the IO or these terms, if caused by conditions beyond its control, including but not limited to, an act of God, accident, fire, strike, terrorism, governmental authority, telecommunications or network failure, electrical outages or failure of the Internet.
- In no event shall Lake Jovita Life or the LJHOA be liable for any indirect, consequential, special or incidental damages, including, but not limited to, lost income or profits in any way arising out of or related to any IO, even if Lake Jovita Life or LJHOA has been advised of the possibility of such damages."

### 6. MISCELLANEOUS.

- Advertiser or its agency may not assign or transfer, in whole or in part, any of the rights and obligation under this IO.
- These Terms, together with the IO, shall be governed and construed in accordance with the laws of the state of Florida, without regard to its conflicts of laws provisions. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in Dade City, Florida with respect to any legal proceeding arising out of the IO or Terms, waiving all defenses with respect to jurisdiction, forum and venue.
- No conditions other than those set forth herein shall be binding on Lake Jovita Life or LJHOA unless specifically agreed to in writing by Lake Jovita Life or LJHOA. This agreement supersedes any previous agreements between Lake Jovita Life or LJHOA and Advertiser. If any portion of this agreement is found unenforceable for any reason, the remainder will remain in full force and effect. No waiver by Lake Jovita Life or LJHOA shall operate as a

waiver of any other provision or any subsequent default. This document represents the entire agreement of the parties. Any modifications must be in writing and signed by an authorized representative of Lake Jovita Life or LJHOA.

\*Please indicate which issues you want your ad to appear in.

2022:  Spring       Summer       Fall       Winter

\*Please indicate ad size:

Full       Half       Quarter       Eighth

\*Please sign below at return to the Lake Jovita HOA via the U.S. Postal Service to Post Office Box 278, Dade City, FL 33525 or via email to the editor at [jennifer@thecreativetable.com](mailto:jennifer@thecreativetable.com) .

Advertiser/Agency Name: \_\_\_\_\_

Advertiser Signature: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

Accepted by LJHOA Representative Name: \_\_\_\_\_

LJHOA Representative Signature: \_\_\_\_\_

\*All fields must be completed before contract can be accepted.