



**Men Alive – Program Advertisement**  
**Advertising Agreement**  
**2009-2010 Season**

**HURRY! DUE DATE FOR REMAINING SEASON SERIES AND FOR SPRING SHOW IS MARCH 6 2010 !!**

**Please Fill Out The Following:**

Company Name \_\_\_\_\_

Representative \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Website \_\_\_\_\_

E-mail \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip Code \_\_\_\_\_

Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Advertising Packages:**

**I want to purchase a Program Ad for the following individual concerts: (Single Series - one or two concerts):**

**Fever of Love** March 26, 27 **OR**  **Comedy Tonight** July 16, 17

**OR**

**I want a Program AD for the remainder of the Season (2 Shows, Each performed 3 times) at the preferred Series rates (does not include Masterpiece Matinee):**

**Fever of Love & Comedy Tonight**

Total Cost \$ \_\_\_\_\_ (see Rate Sheet)  
 (Add the cost for any design needed; Full or 1/2 page: \$100.00)

Check Number \_\_\_\_\_, **OR:**

Credit Card  AMEX  VISA  MC

Name on Card \_\_\_\_\_

Credit Card Number \_\_\_\_\_

Exp. Date \_\_\_\_/\_\_\_\_ CID Number: \_\_\_\_\_

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

***I have read this contract, the Rate Sheet, and the "Terms and Conditions" and agree to all terms therein; Further, I authorize my credit card to be charged if I have provided credit card information hereon:***

Advertiser's Signature \_\_\_\_\_ Date \_\_\_\_\_

Men Alive's Signature \_\_\_\_\_ Date \_\_\_\_\_

Questions? CALL **KAREN ZFATY 949-468-6949** or [KZfaty@aol.com](mailto:KZfaty@aol.com)

***Fax Completed contact to 714-969-2584***



# Men Alive – Program Advertisement

Terms and Conditions  
2009-2010 Season

Full payment for the remainder of the season (preferred series, 2 different shows) or for an individual show (if purchasing individual shows) is required upon execution of this contract and **before MARCH 1, 2010**. If not paid in advance, Men Alive shall invoice advertiser, in advance, for individual ads purchased for the Spring and Summer shows. The payment is immediately due and payable upon receipt of the invoice for the Spring and Summer shows. **Payment for each concert program ad must be received no later than the Ad Deadlines outlined on the Rate Sheet (March 6, 2010 and June 18, 2010)**. Men Alive reserves all rights to reject any and all advertisements for inclusion in concert programs in its sole discretion. Advertiser personally guarantees all payments entered into under this agreement.

The agreement is subject to and incorporates by reference all terms and conditions set forth in Men Alive’s current Rate Card.

Advertiser represents that any photograph, art work, text or other copyrightable material given to Men Alive is either owned by Advertiser or Advertiser owns exclusive rights of copyright and/or Advertiser has obtained, in writing, the legal right of license to use any copyrightable work, which authorizes the duplication of such materials. Advertiser agrees to indemnify and hold Men Alive harmless for all damages, expenses, including attorney fees and court cost which directly or indirectly may arise from any claim against Men Alive for use of material supplied by Advertiser.

Men Alive reserves the right to reprint any material given to Men Alive, for its use in any Publication. Same can be used for any purpose determined by Men Alive including, but not limited to, the promotion of Men Alive. Independently of any published advertisement purchased herein, Men Alive becomes the sole owner of all materials submitted to Men Alive for use in program ads, including all artwork and written materials.

Advertiser assumes liability for all content of its advertisement. Men Alive is not responsible for the quality of photography, artwork, and/or materials provided by the Advertiser and cannot guarantee that colors, shading or other artistic properties submitted in the artwork or ad copy by advertiser will be precisely duplicated in the program.

Advertiser agrees to hold Men Alive harmless for failure, due to any cause, of the advertisement to appear as scheduled and/or paid for. In Men Alive’s sole discretion, such failure may exclusively be made up by running the ad in the next concert program or refunding the fee paid for such advertisement.. In no event shall Men Alive be responsible for consequential damages or any kind or in any amount over and above refunding the actually paid advertising fee for that show..

Advertiser is responsible for any additional charges, at the current composition rates, and for any layout or copy changes requested by the Advertiser. All ad copy, artwork or changes or corrections must conform to Men Alive’s guidelines and must be presented to Men Alive, in writing, and approved by both parties, before the Ad Deadlines. Copy and/or advertisement changes will not be accepted after the AD Deadlines.

No modifications to this contract shall be binding upon Men Alive unless Men Alive has specifically authorized such modification in writing and all parties have signed the modification. Otherwise, no condition appearing on this contract, the billing instructions, ad artwork or copy or the Men Alive Rate Sheet or elsewhere will be binding on Men Alive. No contract is valid unless signed by both parties, advertiser and Men Alive.

This contract shall be governed and construed, in accordance with the laws of the State of California in all respects. Advertiser hereby consents to the jurisdiction and venue, under the laws for the State of California, of the County of Orange, California.

This contract contains the entire Agreement, between the parties, pertaining to the subject matter hereof. No Agreements, representations or understandings, not specifically contained herein, shall be binding upon any of the parties hereto, unless reduced to writing and signed by all the parties to be bound thereby. ADVERTISING IN OUR PROGRAMS IS NOT TAX DEDUCTIBLE.

Advertiser waives any and all expressed and/or implied warranties or guarantees, except for any that may be stated herein. Rates are subject to change without notice until all acts required of advertiser under this contract have occurred including signing this contract, timely submitting the artwork and copy of any advertisement and the timely payment for same.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Countersigned by Men Alive: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

All questions concerning this contract or advertising in the Men Alive programs should be directed to **CONTACT KAREN ZFATY AT:**  
949-468-6949 or [KZfaty@aol.com](mailto:KZfaty@aol.com)

**FAX COMPLETED CONTRACT AND A COPY OF THE REQUESTED AD COPY AND ARTWORK TO:  
714-969-2584**

If paying by check, make the check out to Men Alive and mail it to:

23802 Avenida de la Carlotta • Laguna Hills, California 92653 • (866) MEN-ALIVE  
[www.menalivechorus.org](http://www.menalivechorus.org)