

# CALIFORNIA WINERY WINE CLUB DIRECTORY October 2005

## Display Advertising Space Reservation and Insertion Order

**Fax completed forms to: (925) 373-3397 or mail to 2176 Crossroads Place, Livermore CA 94550**

(Please Print or Type)

Winery Name \_\_\_\_\_

Information Contact \_\_\_\_\_ Email \_\_\_\_\_

St. Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Agency Contact \_\_\_\_\_ Email \_\_\_\_\_

Sales Rep. \_\_\_\_\_ Date \_\_\_\_\_ AD RATE \$ \_\_\_\_\_

Check all that apply:

**Ad Sizes:**

- Double Page Unit
- Full Page
- Half Page  Vert.  Horz.
- Quarter Page  Vert.  Horz.
- One-Sixth Page
- One-Third Page Coupon Only

**Ad Color Plates:**

- 4-Color
- 2-Color (PMS + Black)
- Black & White

**Premium Placement:**

- Front Cover
- Back Cover
- Inside Front Cover
- Inside Back Cover
- Front of Book
- Other \_\_\_\_\_

**Special Ads:**

- Gatefold Cover
- Adjacent Pages
- Bound-in Supplied Insert

**SPACE CLOSE:**

August 15, 2005

**MATERIALS DUE:**

August 20, 2005

Ad make-up and corrections to supplied files will be billed at hourly rate (one-hour minimum) plus proof costs.

**PRINT SPECIFICATIONS:**

- SWOP Web Offset Printing
- Paper Stock:
  - Cover 0.12 C1S Gloss
  - Color 60# Web Gloss
  - 2-Color: 50# Web Matte
  - 1-Color: 50# Web Matte
- Perfect Bound
- Bleed Allowance: 1/8-inch

**DIGITAL FILE SPECS:**

- Permitted Applications:
  - Preferred:* Quark Xpress
  - Adobe Photoshop

- Adobe Illustrator
- Adobe InDesign
- Adobe Acrobat/PDF X1A

**Submit E-files on:**

- CD+R, CD-R, DVD+R, DVD-R, ZIP100, or ZIP250
- Type 1 fonts only supplied
- All colors set to process
- 300% max total ink density
- Trapping included in file

**Image File Preparation:**

- CMYK TIF or EPS only (No RGB or JPEG) (No embedded images)

**Color Proofs Required:**

- Calibrated SWOP proofs only (e.g. Iris, Matchprint, BestColor)
- Color bars and gray tint bars
- Substrate min. 80 brightness

**MAKE DEPOSIT CHECKS FOR 25% OF TOTAL FEE PAYABLE TO/NOT VALID UNTIL COLLECTED:**

ACCEPTED BY PUBLISHER: \_\_\_\_\_ **Robert J. Dolezal** Date \_\_\_\_\_

**Submission by advertiser and acceptance by publisher incorporates all of the terms on the reverse**

# CONTRACT TERMS AND CONDITIONS

1. The acceptance or execution of an order is subject to Publisher's approval of copy, text, display and illustration. Upon acceptance by Publisher, this Agreement shall be binding and cancelable only by mutual agreement on terms acceptable to Publisher.
2. Cancellation or changes in orders are not accepted after closing date. Cancellation made prior to closing date shall result in advertiser forfeiture of a maximum of twenty-five percent (25%) of the planned cost of the advertisement insertion as a kill fee.
3. All copy, text, display and illustration are published on the representation that the advertiser and the advertising agency are fully authorized and have secured proper written consent. The advertiser and the advertising agency agree to indemnify and hold harmless the Publisher from any and all liability, loss and expense of any nature arising from such publication.
4. Any insertion of advertising made by the agency or advertiser represents an acceptance by both the agency and the advertiser of all the terms and conditions of the rate card applicable to the edition in which such insertion is to be published.
5. All rates and units of space are subject to change on 60 days' notice unless prepaid in full.
6. Orders for specific units of space and edition of insertions are required at reservation.
7. Orders specifying positions are accepted on a first-come, request basis only.
8. The Publisher assumes no responsibility for errors in key numbers or telephone numbers, or in the printing or insertion of numbers or addresses for inserted material.
9. Orders that contain incorrect rates or conditions will be inserted and charged for at regularly scheduled rates. Such errors will be regarded as clerical.
10. Conditional orders are not accepted by the Publisher until space reservation deposit is received.
11. All orders accepted by the Publisher are contingent upon acts of God, fires, accidents, strikes or other interruptions to production and/or distribution of the same or different nature beyond his control.
12. Rates charged and discounts allowed are subject to short rate or rebate if different from rates or discount earned or space actually used.
13. Publisher reserves the right to cancel the contract upon default in payment or breach of any provision herein, and all unpaid charges and short rates shall become immediately payable.
14. Publisher reserves the right to reject, exclude, or cancel any advertisement, insertion order, space reservation or position commitment at any time, for any reason, without liability, even if previously acknowledged or accepted. All advertisements must be clearly identified by the trademark or signature of the advertiser. Those which, in the sole judgment of the Publisher, look like editorial pages will be marked "Advertisement."
15. The liability of the Publisher for any error for which he may be held legally responsible will not exceed the cost of the space occupied by the error. The Publisher will not, in any event, be liable for loss of income or profits or for any consequential or incidental damages.
16. No conditions, printed or otherwise, appearing on contract orders or copy instructions that conflict with the Publisher's policies, listed on this Space Reservation, will be binding on the Publisher.
17. As used in this section, the term "Publisher" shall refer to Robert J. Dolezal, his heirs, successors, and assigns. The terms of this agreement shall be interpreted according to the laws of the State of California and the United States of America.
18. Advertiser agrees to supply Publisher with its list and permit distribution at Publisher's expense of one copy of the edition containing the advertiser's advertisement to each of its wine club members, or to receive bulk shipment of copies from Publisher to be packed with its next regular wine club shipment.