

ADVERTISING CONTRACT 2021/2022/2023

Online: www.actfl.org • Fax: (703) 894-2905 • Mail: ACTFL, 1001 N. Fairfax St., Suite 200, Alexandria, VA 22314

Questions: Call Casey Bloyer at (703) 894-2900 ext. 109 or e-mail cbloyer@actfl.org

Advertiser/Company		Bill To	
Address		Address	
Phone	Fax	Phone	Fax
E-mail		E-mail	
Production Contact		Company	
Phone	Fax	E-mail	

SELECT ALL APPLICABLE ADVERTISEMENTS

The Language Educator Full Color Rates (Cost Per Issue)				
Ad Size			1x	4x
Quarter Page			□ \$2,000	□ \$1,640
Half Page	□ Vertical	☐ Horizontal	□ \$2,325	□ \$2,015
Full Page	□ Bleeds	□ No Bleeds	□ \$2,970	□ \$2,625
Across from the TOC	□ Bleeds	□ No Bleeds	□ \$3,000	□ \$2,800
Inside Front Cover	□ Bleeds	□ No Bleeds	□ \$3,200	□ \$3,120
Inside Back Cover	□ Bleeds	□ No Bleeds	□ \$3,200	□ \$3,120
Back Cover	□ Bleeds	□ No Bleeds	□ \$3,700	□ \$3,580
2-Page Spread	□ Bleeds	□ No Bleeds	□ \$4,300	□ \$4,150
The Language Educator Black & White Rates (Cost Per Issue)				
Ad Size			1x	4x
Full Page	□ Bleeds	□ No Bleeds	□ \$1,670	□ \$1,585
Half Page	□ Vertical	☐ Horizontal	□ \$1,025	□ \$975
Quarter Page			□ \$700	□ \$550

Convention Program Guide Rates					
Ad Size			Full Color	2-Color	Black & White
Quarter Page			□ \$1,930	□ \$1,035	□ \$615
Half Page	□ Vertical	☐ Horizontal	□ \$2,155	□ \$1,260	□ \$840
Full Page	□ Bleeds	☐ No Bleeds	□ \$2,615	□ \$1, <i>7</i> 20	□ \$1,300
Across from the TOC	□ Bleeds	□ No Bleeds	□ \$2 <i>,</i> 750		
Page 1	□ Bleeds	□ No Bleeds	□ \$2,840		
Inside Front Cover	□ Bleeds	□ No Bleeds	□ \$2,870		
Inside Back Cover	□ Bleeds	□ No Bleeds	□ \$2,870		
Back Cover	□ Bleeds	□ No Bleeds	□ \$3,520		
2-Page Spread	□ Bleeds	□ No Bleeds	□ \$4,290		
Center Spread	□ Bleeds	□ No Bleeds	□ \$4,560		

SELECT ALL APPLICABLE PUBLICATIONS

YEAR	□ 2021	□ 2022	□ 2023
Issue	Ad Reservation	Materials Due	Mailing Date
☐ TLE Winter	December 8	December 15	Late January
☐ TLE Spring	March 1	March 8	Late April
☐ TLE Summer	June 1	June 8	Late July
□ TLE Fall	September 1	September 8	Late October
☐ Convention Program	October 1	October 15	At Convention
My advertisement is: □ New □ Pick Up			

AD SUBMISSION

Submit ads electronically via e-mail, FTP site, DropBox or by mail on a USB drive.

E-mail: cbloyer@actfl.org

Mall: Casey Bloyer, ACTFL, 1001 N. Fairfax St.,

Suite 200, Alexandria, VA 22314 **Questions**: Contact Casey Bloyer at

703-894-2900

TOTAL DUE:

AD RATES

www.actfl.org Electronic Ad		
Ad Size		
300 x 250 px	☐ \$1,200 per month	
1 URL link included	☐ \$1,100 per month if multiples	
ACTFL Connection Email Blast		
Ad Size		
600 x 200 px 1 URL link included	☐ \$750 for one	
	□ \$650 for multiples	
Advertise in The Language Educator Online		
Ad Size		
728 x 90 px	90 px □ \$1,050 Top Leaderboard Ad	
300 x 250 px	□ \$950 Table of Contents Ad	
300 x 50 px	□ \$550 Bottom Centered Ad	

I have read the advertising contract, and agree to the terms and conditions set forth on the following page, and in the current rate card.

Signature:	Name Printed:	Date:

ACTFL

ADVERTISING TERMS AND CONDITIONS

THE ADVERTISER OR ITS REPRESENTATIVE AGENCY (HEREINAFTER CALLED THE "ADVERTISER") HEREBY PLACES A REQUEST FOR ADVERTISING IN ANY ACTFL PUBLICATION SUCH AS THE LANGUAGE EDUCATOR, THE ACTFL PROGRAM GUIDE OR ACTFL E-MAILS OR WEBSITE (HEREINAFTER CALLED THE "PUBLICATION") PURSUANT TO THIS CONTRACT, AND IF THE PUBLISHER (HEREINAFTER CALLED "ACTFL") ACCEPTS THIS OFFER, THE ADVERTISER AND ACTFL HEREBY AGREE THAT THE CONTRACT SHALL BE GOVERNED BY THE FOLLOWING CONDITIONS:

ADVERTISING PAYMENT POLICY

- (a) All payments are due within 10 days of invoice date. A 5% penalty will be imposed on unpaid invoices after 30 days from invoice due date. Interest of 1.5% per month will be charged on invoices after 30 days from invoice date.
- (b) ACTFL will hold the Advertiser liable for all payments related to advertising under this contract. All court costs, collection fees and reasonable attorneys' fees incurred by ACTFL in enforcing payment under the terms of this contract and corresponding rate card herein shall also be borne by the Advertiser.
- (c) ACTFL reserves the right to cancel this contract at any time upon default or anticipatory default by the Advertiser in the payment of accounts stated or in the event of any other substantial breach or anticipatory breach of this contract by the Advertiser. Upon such cancellation, charges for all advertising published and all other charges payable under this contract shall become immediately due and payable by the Advertiser upon rendition of bills therefore. Advertiser shall make payment to ACTFL within 10 days of receipt of billing.
- (d) ACTFL reserves the right to hold all agencies responsible for monies due to the Publisher. The agency agrees that it is acting for the client, and as such binds itself and the client to the terms and conditions listed in this contract. ACTFL may look to both Agency and Advertiser for payment.
- (e) The Signee of this contract guarantees that he or she is authorized to purchase and advertise on behalf of the listed company and therefore guarantees full payment.

RATES

- (a) ACTFL represents that all its rates are published on an official rate card which is periodically updated by ACTFL and given a new effective date.
- (b) ACTFL's official rate card with rates in effect at the time a requested advertisement is published by ACTFL shall be understood to mean the schedule of advertising rates of ACTFL upon which this contract is based. The Advertiser hereby acknowledges that it is aware of the official rates in effect at the time the Advertising Contract is executed and understands that it may request an updated rate card in writing from ACTFL at any time.
- (c) Any and all negotiated advertiser discounts will be communicated in writing by ACTFL to the Advertiser.

OMISSION OF ADVERTISING

- (a) Failure by ACTFL to insert in any particular issue or issues the advertising under this contract invalidates the order for insertion in the missed publication but shall not constitute a breach of contract. ACTFL shall have the right to omit any advertisement when the space allotted to advertising in the issue for which such advertisement is ordered has all been taken, or where there is a substantial change in the product of subject of the advertisement which may conflict with ACTFL's general policy on advertising. ACTFL may also limit the size and or position of an advertisement in any issue.
- (b) ACTFL is not liable for delays in delivery and/or non-delivery in the event of an act of God, action by any government or quasi-government entity, fire, flood, insurrection, riot, explosion, embargo, strikes, labor or material shortage, transportation disruption of any kind, work slowdown, printer error, or any condition beyond the control of ACTFL affecting production or delivery.

TEAR SHEETS

A sample page containing a published version of the advertisement will be provided only upon written request from the Advertiser. Failure to provide tear sheets is not a breach of contract by ACTFL.

GENERAL

- (a) Advertisers may not cancel orders for, or make changes in, advertising after the closing dates of the particular Publication.
- (b) ACTFL is not responsible for errors or omissions in any advertising materials provided by the Advertiser (including errors in key numbers) or for changes made after closing dates.
- (c) ACTFL may reject or cancel any advertising for any reason at any time.
- (d) No conditions, printed or otherwise, appearing on contracts, orders or copy instructions which conflict with, vary, or add to these Terms and Conditions or the provisions of the Publication's official rate card will be binding on ACTFL and to the extent that the Terms and Conditions contained herein are inconsistent with any such conditions, these Terms and Conditions shall govern and supersede any such conditions.
- (e) Advertisements simulating the Publication's editorial material in appearance or style or that are not immediately identifiable as advertisements are not acceptable. ACTFL will place the words "Paid Advertisement" within or adjacent to all advertorials which resemble editorial matter.
- (f) ACTFL has the right to insert the advertisement anywhere in its Publications at its discretion unless the advertiser purchases a premium placement position or is otherwise stated in writing by ACTFL. For all other advertising, any condition on contracts, orders, or copy instructions involving the placement of advertising (such as page location, competitive separation or placement facing editorial copy) will be treated as a positioning request only and cannot be guaranteed. ACTFL's inability or failure to comply with any such condition shall not relieve the Advertiser of the obligation to pay for the advertising.
- (g) Advertisers and their agencies assume liability for all content (including text representation and illustration) of advertisements printed and assume full responsibility for any resulting claims against ACTFL. ACTFL assumes no responsibility if, for any reason, it becomes necessary to omit an advertisement.
- (h) ACTFL shall have no liability whatsoever by reason of error or other wrongful or harmful conduct for which it may be responsible in connection with any advertisement beyond liability to give the Advertiser a one-time credit for a future advertisement of similar size. Without limiting the foregoing, under no circumstances shall ACTFL be liable for indirect or consequential damages, including lost profits, whether foreseeable or not.
- (i) The sole forum for the litigation of claims between ACTFL and the Advertiser is a State or Federal court in or for Alexandria, Virginia, and Advertiser agrees to submit to the venue and jurisdiction of the same.