

# Charter Index

## Charter Index Display Advertising Order Form. (2006/7)

Edition: Copy dates:	June '06 April 30 '06		September '06 July 30 '06		December '06 October 29 '06		March '07 January 30 '07	
	Color	B/W	Color	B/W	Color	B/W	Color	B/W
	One Page							
One Page Bleed								
Half Page Horizontal								
Half Page Vertical								
Quarter Page								
Eighth Page								
1" Strip								
Front Cover								
Inside Front Cover								
Inside Front Cover + Facing Page								
Back Cover								
Inside Back Cover								
Inside Back Cover+ Facing Page								

Yacht: \_\_\_\_\_

Company: \_\_\_\_\_

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

Tel No: \_\_\_\_\_ e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

I hereby acknowledge that the above order represents the advertisement size specified, in the \_\_\_\_\_ editions specified and that the price for each edition is US \$ \_\_\_\_\_ which will be invoiced on a per edition basis on publication dates. I also acknowledge and accept the Terms & Conditions overleaf and as also outlined on the Charter Index Rate Sheet.

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

Company: \_\_\_\_\_

Accepted by Charter Index: \_\_\_\_\_ Date: \_\_\_\_\_

Credit Card Type: \_\_\_\_\_ Card Number: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Terms and Conditions (see also Terms & Conditions on Advertising Rates sheet)

The following terms and conditions, in addition to those listed on the Charter Index Rate Sheet, are agreed to by Charter Index Limited (the Publisher) and the Advertiser whose signature appears on the other side of this Order Form.

1. The Advertiser represents and warrants that it is fully authorised to publish the entire contents and subject matter contained in its advertisement(s) including the names, portraits and pictures of any persons living or dead, any copyrighted material, trademarks and depictions of trademarked goods and services and any testimonials or endorsements contained in any information or art submitted to and published by the Publisher. The Advertiser also represents and warrants that the entire contents of each advertisement is accurate and complete and is not misleading.
2. The Publisher shall not be liable for and the Advertiser releases the Publisher from all liability in connection with errors in telephone, email and fax numbers or changes in an advertisement's text required by an Advertiser, any loss, claim, damage, liability, cost or expense (including consequential damages) resulting from either the failure of advertisement(s) to appear or of the appearance of any errors in the advertisement(s) as published or any delays in delivery or non delivery of an advertisement by the Publisher in the event of acts of God, action by any government or quasi-government, fire, flood, accident, explosion, embargo, strike, labour or material shortage, transportation interruption or any other condition beyond the control of the Publisher affecting production or delivery in any manner.
3. The Advertiser agrees to indemnify and save harmless the Publisher and its owners and employees against all loss, liability, damage and expense of any nature (including reasonable legal expenses) arising out of the copying, printing or publishing of the Advertiser's advertisement(s) or inclusion of any such advertisement(s) in the Charter Index and resulting from claims including without limitation claims or suits for libel, violation of rights of privacy and publicity, unfair competition, intentional or negligent infliction of emotional distress and copyright and/or trademark infringement, violation of applicable federal, state or local laws or regulations or the inaccuracy, incompleteness or misleading nature of any advertisement(s) supplied by the Advertiser.
4. Conditions other than rates are subject to change by the Publisher without notice.
5. Contents of all advertisements are subject to the Publisher's approval. The Publisher reserves the right to reject any advertisement or space reservation at any time if the Publisher deems the advertisement to be unacceptable.
6. Positioning of advertisements is at the discretion of the Publisher unless an arrangement for a specific preferred position is acknowledged by the Publisher in writing.
7. Rates, based on participation in the specified number of consecutive editions, are set out on the Charter Index Rate Sheet and are guaranteed only for the contract period. Less than 4 consecutive insertions on this Order Form will each be billed at the single issue rate. Rates appearing on the Rate Sheet do not include commission.
8. Cancellation of space may result in an adjustment of the rate already charged if that rate was discounted for any reason referred to (e.g. the 4 x multiple insertion rate) on the Rate Sheet.
9. The Charter Index is published and the Advertisers will receive invoices in accordance with the publishing cycle specified on the Rate Sheet and this Order Form. Terms are net 30 days. The Advertiser shall be liable for all amounts due and payable to the Publisher for the advertising space ordered by the Advertiser.
10. Materials not received by the Publisher by the specified closing dates may prejudice publication and cannot be quality checked and will not be entitled to approval or revision by the Advertiser. The Publisher may exercise the right to publish existing material to fulfill multiple insertion orders if new material is not received by the closing date for each edition.
11. Production requirements are as specified on the Rate Sheet.
12. The Advertiser agrees to allow the Publisher to use the Advertiser's material for self promotion including but without limitation activities such as display at industry events, illustration in sales materials and brochures relating to Charter Index and for use in public relations activities.
13. The advertiser shall ensure that all advertisements comply with all applicable federal, state and local laws and regulations.
14. The Terms and Conditions herein and on the Charter Index Rate Sheet shall be binding on the Publisher and the Advertiser. The Publisher shall not be bound by conditions printed or appearing on order forms or copy instructions submitted by or on behalf of the Advertiser.
15. The Publisher shall have the right, upon reasonable notice, to terminate this Agreement in the event of material breach of the Agreement by the Advertiser.
16. The Advertiser may not assign any of its rights or obligations other than to a purchaser of all or substantially all of the assets of the Advertiser who agrees in writing to be bound by all of these Terms and Conditions and who agrees to assume all of the Advertiser's liabilities to Charter Index Ltd.
17. The Advertiser hereby grants the Publisher a perpetual worldwide right and license to use, display, publish, distribute, digitise, copy, perform, license, sublicense, transfer, make available or transmit any photographs provided by the Advertiser in so far as such photographs shall have been provided without inclusion of advertising copy or similar non-photographic material, in any media or format not known or so far devised in connection with the Charter Index Ltd database of yacht information.