ACTIONLINE

(PURCHASE OF ADVERTISING SPACE)

This Agreement is made this ____ day of _____, 202__, between *ActionLine* ("Publisher"),

and _____, whose mailing address is _____("Buyer").

Publisher has the right to sell Advertising Space in the *ActionLine* publication. The Advertising Space, subject to this Agreement and the General Terms, as defined below, being purchased by Buyer is further described as follows:

Advertisement Size	Number of Issues	Advertisement Price *(includes applicable multiple publication discount(s))*

Advertisements must be submitted by Buyer to Publisher for approval pursuant to the Payment and Publication Schedule, attached hereto and incorporated herein as **Exhibit A**.

Publisher, in consideration of valuable considerations named herein, does sell to Buyer such Advertising Space at the Advertisement Price stated above. If Buyer elects to pre-pay the Advertisement Price in full within thirty (30) days of its execution of this Agreement, than Buyer may take an additional five percent (5%) off the Advertisement Price (i.e. $1,000.00 - 50.00 = $950.00).

Only those advertisements approved by the Editor or the Editor's designee as suitable for publication, given *ActionLine*'s standards of ethics, legality, and propriety, its audience, and which meet the guidelines established in the General Terms, as described below, which are attached, incorporated herein by reference and made part of this Agreement, and which meet the Publication Guidelines, which are attached and incorporated herein as **Exhibit B** ("Publication Guidelines"), shall be published.

The General Terms may be modified by action of The Executive Council of the Real Property, Probate & Trust Law Section of The Florida Bar ("Executive Council"). Any written modifications of the Executive Council provided to the Buyer by Publisher shall automatically modify the General Terms incorporated into this Agreement and Buyer, upon its receipt of such modified General Terms shall be bound by them on a going forward basis; provided, however, modifications to the General Terms impacting the Advertisement Price or Rate Schedule shall only be effective if such modification is specifically agreed to by the parties hereto in writing.

PUBLISHER

_____

By: _____

Title:

Date:_____

BUYER

_____

By: _____

Title: _____

Date: _____

ActionLine Customer No.:1020626

GENERAL TERMS

1. **Complete Agreement**. The Agreement consists of the Agreement for Purchase of Advertising Space, all Exhibits thereto and the General Terms (collectively, the "Agreement"). The Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other terms or agreements, oral or otherwise, except as expressly incorporated herein, regarding the subject matter of the Agreement shall be deemed to exist, or to bind any of the parties hereto. The Agreement shall be binding upon and inure to the benefit of Buyer and Publisher and their respective heirs, successors, officers, directors, personal representatives and permitted assigns.

2. **Publication**. Only fully paid for, approved advertisements received in advance will be published in any issue of *ActionLine*. Publisher reserves the right in its sole discretion to postpone publication of an advertisement although Publisher intends to place each fully paid, approved advertisement in the *ActionLine* issue which occurs immediately subsequent to the Publisher's receipt of payment for an approved advertisement.

3. **Payment**. Payment of the Advertisement Price shall be made by Buyer pursuant to the Payment and Publication Schedule attached to the Agreement as **Exhibit A**. Payments shall be made electronically or by check made payable to the Florida Bar or by such other method as may be acceptable to Publisher in its sole discretion.

4. **Disclaimer**. Publisher may publish an appropriate disclaimer stating that publication of an advertisement does not reflect an endorsement of the advertiser's goods, services, or opinions. The general form of such disclaimer may be as follows:

> Advertising copy is carefully reviewed, but advertised products and services are not. Publication of an advertisement herein does not imply endorsement of any product, service, or opinion advertised, nor does it imply agreement with the content of any advertisement or advertised product or service. Advertising rate cards will be furnished upon request. Views and conclusions expressed in articles herein are those of the authors and not necessarily those of the editorial staff, The Real Property, Probate and Trust Law Section of The Florida Bar, or officials of the Board of Governors of The Florida Bar.

5. **Other Advertising**. Publisher may publish other advertising, including meeting notices, seminar information, product announcements, order forms, or sales solicitations for those products or services, on such terms as may be acceptable to Publisher in its sole discretion.

6. **Time**. Time is of the essence with respect to Buyer's performance under the Agreement. Buyer's failure to furnish items or payments within the scheduled time shall give Publisher the right to cancel or terminate the Agreement. Publisher may at any time request assurance that Buyer will complete its performance on time. In the event reasonable grounds for insecurity arise, and Buyer fails to give to Publisher adequate assurance of performance satisfactory, in Publisher's sole opinion, to Publisher, Publisher may terminate the Agreement.

7. **Nonconforming Advertisement**. Notwithstanding the disclaimers and other rights to modify granted Publisher herein, Publisher shall attempt to publish Buyer's advertisement without substantive modification; provided, however, Buyer acknowledges and agrees that the nature, format and

medium of the *ActionLine* publication may cause or result in certain minor modifications, including but not limited to distortion of graphic images, irregular font size, and irregular coloration. Buyer agrees to indemnify and hold Publisher harmless from and waive all claims against Publisher for such reasonable modifications to its advertisement.

8. **Acknowledgement of Volunteer Status**. Buyer acknowledges and agrees that it understands that Publisher is a volunteer and that creating and publishing the *ActionLine* is not Publisher's main occupation, nor is *ActionLine* supported by a full-time dedicated staff. Accordingly, Publisher may not necessarily meet or keep to the publication schedule stated in the Payment and Publication Schedule and *ActionLine* may at any time and without notification be terminated or succeeded or merged into another publication. Accordingly, Buyer acknowledges and agrees that publication of its advertisement may be delayed or undertaken by a successor publication or another publication of The Florida Bar. If such alternative publication is not possible, unearned portions of any prepayment of the Advertisement Price shall be returned to Buyer without interest.

9. **Applicable Law**. Interpretation of this Agreement and the rights of the parties hereunder shall be construed under and governed by the laws of the state of Florida.

10. Waiver of Jury Trial. **BUYER AND PUBLISHER EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY LITIGATION BETWEEN BUYER AND PUBLISHER WHETHER ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

11. **Non-Waiver**. The failure of Publisher to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of Publisher's right thereafter to enforce each and every such provision. Any waiver, approval or consent granted to Buyer shall be limited to the matters specifically and expressly stated in writing thereby to be waived, approved or consented to and shall not relieve Buyer of the obligation to obtain any future waiver, approval or consent. Despite any prior waiver, approval or consent as to any particular matter, Publisher may at any time require strict compliance with this Agreement as to any other matter.

Exhibit A

Article Payment and Submission Schedule

ISSUE	PAYMENT DUE	DEADLINE FOR ADVERTISEMENT SUBMISSIONS	ONLINE PUBLICATION DEADLINE*	PRINT PUBLICATION DEADLINE*
Spring	January 20	January 27	March 15	April 5
Summer	April 21	April 28	June 15	July 5
Fall	July 21	July 28	September 15	October 5
Winter	October 20	October 27	December 15	January 5

Please remit payment by one of the following options below:

* Mail a check to The Florida Bar, 651 East Jefferson Street, Tallahassee, FL 32399. Please reference the check is for ActionLine magazine advertising.
* For electronic payments/pay by phone, call the Accounting Department at 850-561-5831 and reference ActionLine Advertising, or e-mail: Accounting@floridabar.org and request an accounting specialist contact you to process payment.

*Publication deadlines are estimates only and are subject to change.

Exhibit B

Publication Guidelines

1. ADVERTISING FORMAT

All proposed advertisements shall be submitted to the *ActionLine* Editor via electronic mail in PDF format. Advertisement sizes are as follows:

TYPE	MAXIMUM SIZE
Full page	7 1/2" x 10"
Half page	7 1/2" x 4 3/8"
Third page	2 3/8" x 9 5/8"
Quarter page	3 1/2" x 4 7/8"

Column widths are usually 14 picas (2 $^{3}/_{8}$") and there are usually 3 columns per page.

Hard Copy Publication: All advertisements printed in the hard copy publication will be printed in black and white even if the advertisement was submitted in color.

Online Publication: All advertisements submitted will be automatically included in the online publication for no additional cost. All advertisements in the online publication will be printed in color (if a color ad was submitted) or black and white (if a black and white ad was submitted).

2. PROHIBITED ADVERTISEMENTS AND RESERVED RIGHTS

The following types of advertising generally will not be accepted. This list is not intended to be exhaustive or to limit any *ActionLine* or Publisher discretion provided for in the Agreement. It is intended to provide Buyers with a general guideline regarding unacceptable advertisements. In addition to its reserved right to reject advertising, *ActionLine* and its Editor further reserves the right to require that disclaimers be included in the copy, or to require prepublication clearance from the United States Postal Service. Also, if an advertisement offers the sale of a product by mail order, *ActionLine* reserves the right (without assuming the obligation) to examine the product a purchaser will receive before publishing such advertisement; *ActionLine* will have no responsibility with respect to such examination, if any.

- Advertising for products or services that are illegal or whose movement in interstate commerce is illegal;
- Advertising relating to contests, lotteries, or the offering of prizes based on chance, unless prepublication clearance is obtained from the United States Postal Service;
- Advertising that is of a political, religious, or ideological nature;
- Advertising contrary to Bar Rules or Code of Judicial Conduct, including but not limited to advertising by which the advertiser would violate or enables another to violate the Rules of Professional Conduct or the Florida Code of Judicial Conduct. The opinions and interpretations of staff counsel and appropriate committees of The Florida Bar charged with authority to interpret the codes will be controlling;
- Advertising regarding restricted products or services, including but not limited to products or services whose advertisement is prohibited or regulated in a state or states, but not in all states or by federal law; and
- Advertising which may affect *ActionLine's* or The Florida Bar's mailing status; including but not limited to advertising that contains material or that is designed in a manner that would jeopardize the mailing status of The Florida Bar or any publication of The Florida Bar.