

# HBACA Builder & Associate Directory INSERTION ORDER

# 2022

| FOR OFFICE USE ONLY    |       |
|------------------------|-------|
|                        | DATE  |
| Ad Space Reserved:     | _____ |
| Invoice Sent:          | _____ |
| Payment Received:      | _____ |
| Ad Material Received:  | _____ |
| Ad Material Processed: | _____ |

**questions? contact**

Lisa Rugloski 602.274.6545 rugloskil@hbaca.org

Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
 ROC License # \*: \_\_\_\_\_ Do you want to:  use last year's ad as is  use last year's ad with changes  send a new ad

Agreement is hereby made to purchase the following advertisement in the HBACA Membership Directory:

**PREMIUM POSITIONS** Check here if you need the HBACA to design an ad for you:  Please design an ad for me (\$150 design fee)

|   |         |  |         |
|---|---------|--|---------|
| <input type="checkbox"/> <del>Back Cover</del> *                  | \$2,945 | <input type="checkbox"/> <b>Tab Page (only 1 of 8 available)</b> | \$1,795 |
| <input type="checkbox"/> <del>Inside Front Cover</del> *          | \$2,445 | <input type="checkbox"/> <del>Special Position Page</del>        | \$1,545 |
| <input type="checkbox"/> <del>Facing Page to Inside Front</del> * | \$2,395 | Place my ad facing this page: _____                              |         |
| <input type="checkbox"/> <del>Inside Back Cover</del> *           | \$2,195 | (see Media Kit for choices)                                      |         |

\* Cover Positions include Yellow Boxed Listings with B/W Logo in Directory (up to 4)

**STANDARD POSITIONS** Check here if you need the HBACA to design an ad for you:  Please design an ad for me (\$150 design fee).

| Size      | Color                            | Size          | Color                          |
|-----------|----------------------------------|---------------|--------------------------------|
| Full Page | <input type="checkbox"/> \$1,445 | 1/ 4 Page     | <input type="checkbox"/> \$545 |
| Half Page | <input type="checkbox"/> \$945   | Business Card | <input type="checkbox"/> \$345 |
| 1/3 Page  | <input type="checkbox"/> \$745   |               |                                |

Using the HBACA Associate Classifications list, indicate the classification you would like your ad placed near.

**Please place my ad near this classification** (see HBACA Associate Classification list): \_\_\_\_\_

**ENHANCED LISTING** Get noticed with an enhanced listing! Choose to have each listing highlighted in yellow. Stand out more with your logo!

Yellow Boxed Listing \$165  Yellow Boxed Listing with B/W Logo \$295

**PAYMENT** The person signing below accepts responsibility on behalf of his/her company for the full payment and placement of this ad and will be held to the terms and conditions of this agreement (see second page). **Payment is due in full at the time the ad is reserved.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

|                    |                       |                             |                  |
|--------------------|-----------------------|-----------------------------|------------------|
| AD AMOUNT \$ _____ | + DESIGN FEE \$ _____ | + ENHANCED LISTING \$ _____ | = TOTAL \$ _____ |
|--------------------|-----------------------|-----------------------------|------------------|

- I am sending a check for the amount above made payable to the Home Builders Association of Central Arizona to: HBACA, 7310 N. 16<sup>th</sup> St., Suite 305, Phoenix, AZ 85020. Please write "2022 Directory Ad" in check memo.
- I would like to pay by credit card. Please contact us to make payment at 602.274.6545.

**\* According to the Registrar of Contractors:** All advertising, including websites, letterheads, business cards, fixed signs, mobile signs, other business forms and documents and radio and television commercials used in the conduct of business under your license should include the license number and the company name under which you are licensed. Written forms of advertising should include "ROC" preceding any license number.

**RESERVE AD BY 12/22/21 :: AD ARTWORK DUE 12/31/21**

# TERMS & CONDITIONS

Submission of any print advertising for the HBACA Membership Directory constitutes acceptance of the following Terms and Conditions:

## Terms of Payment

Payment for advertising is due in full at the time the ad is secured. All advertisers (heretofore in this document referred to as "Advertiser") must prepay 100% of ad insertion at the time the advertising is reserved. Payment must be made to the Home Builders Association of Central Arizona (heretofore in this document referred to as "HBACA"). Interest accrues on all past-due accounts at the rate of 1.5% per month or as allowed under applicable law, whichever is greater. In the event an Advertiser fails to promptly pay any amount due, all amounts remaining to be paid hereunder for the advertising shall become due and payable, together with interest, at the rate of 18% per annum. Interest will begin accruing 30 days after the date of invoice. If collection efforts become necessary to enforce payment terms, Advertiser agrees to pay all collection costs, associated with the advertisement.

## Ad Deadline Terms

Approved ad and all approved artwork must be received by HBACA no later than December 31, 2021 for inclusion in the 2022 Directory. Otherwise the HBACA, in its sole discretion and without liability, may refuse to run a submitted ad and may cancel the applicable contract. Ads requiring composition or mechanical work must be received by HBACA no later than December 10, 2021. Cancellations will not be accepted after December 3, 2021, and no refunds will be given after this date. Applicable costs for artwork, if performed by the directory production staff, have been outlined in the Media Kit.

## Disclaimer

While HBACA will use reasonable efforts to include accurate and up-to-date information in the advertising contained in its membership directory, HBACA makes no warranties or representations, assumes no liability or responsibility for any errors or omissions in the content of the advertising.

Ads placed within category listings: due to the possibility of multiple requests for placement near the same category, ad placement by the category of your choice is not guaranteed. However, the HBACA will make every effort to accommodate your request. Ads will be placed near category listings on a first-come, first-served basis. This may mean that your ad is placed on the same page the category begins, on a facing page or within a few pages before or after the category depending on the number of ads received and the order in which they were received.

First right of refusal will be given to the advertisers who held premium positions in the previous year's directory. If the advertiser chooses not to purchase the same premium position, that position will become available for purchase to the membership.

## Limitation of Liability

Neither HBACA nor any other party involved in creating, producing, or delivering advertising in HBACA's membership directory shall be liable for any direct, incidental, consequential, special, indirect, or punitive damages, including attorneys' fees, arising out of advertiser's submission of advertising or HBACA's inclusion of advertiser's submissions of advertising in HBACA's membership directory.

## Warranty

Advertiser represents and warrants that it is the owner of and has valid rights to all right, title, and interest in any trademarks, copyrights, or other intellectual property included in any advertising it submits to HBACA. Advertiser further represents and warrants that any advertising it submits to HBACA does not violate any applicable law, including but not limited to civil and property rights of any third party.

Advertiser represents and warrants that it and HBACA are authorized to publish any advertising Advertiser submits to HBACA.

## Indemnification

Advertiser agrees to defend, indemnify, and hold HBACA harmless from and against any and all claims, damages, cost, and expenses, including attorneys' fees, arising from or related to Advertiser's failure to comply with these Terms and Conditions or Advertiser's breach of these Terms and Conditions, including but not limited to any third-party claim or lawsuit for libel, plagiarism, copyright or trademark infringement, invasion of privacy, or any other claim based on the content and/or form of the advertisement or any other claim whatsoever arising from or related to these Terms and Conditions.

## Applicable Law and Venue

By placing advertising with HBACA, the Advertiser is bound by these Terms and Conditions, which shall be governed and interpreted solely in accordance with the substantive law of the State of Arizona (without regard to that State's conflict of laws) and the Federal laws of the United States (if applicable). Advertiser further agrees that any dispute or claim concerning advertising submitted hereunder shall be exclusively litigated in a court having competent jurisdiction in Phoenix, Arizona, which Advertiser and Agency agree shall have personal jurisdiction over them.

## Entire Agreement

The person signing the advertising contract document warrants that (s)he is authorized to sign it. These Terms and Conditions replace and supersede any prior agreements, understandings, or representations (oral or written) made by or between the parties and concerning this subject matter. These Terms and Conditions may not be amended or waived except in writing signed by both HBACA and Advertiser.