



ADVERTISING AGREEMENT

Whereas, _____(the "Advertiser") with its principal location at _____ desires to purchase advertising space within MDAdvisor (a part of MDAdvantage Insurance Company) with its principal location at 100 Franklin Corner Road, Lawrenceville, NJ 08648 ("MDAdvisor"), and

Whereas, Advertiser agrees to the purchase of a certain minimum advertising space, at predetermined rates and for specified periods as indicated below, and

Whereas, MDAdvisor will sell to the Advertiser advertising space at rates determined by MDAdvisor,

Therefore, Advertiser and MDAdvisor agree to be bound on this date of _____ by all of the following terms and conditions.

1. This Agreement covers advertising relating to the principal business of the Advertiser. The Advertiser's rights and obligations cannot be transferred in whole or in part to any other advertiser.
2. Correspondingly, advertisements will be accepted by MDAdvisor on the representation, either direct or implied, that the Advertiser and any related parties, such as an advertising agency ("Advertising Agency") representing Advertiser, have the right to publish the content of the advertisement. In consideration of such publication, Advertiser agrees to indemnify and hold MDAdvisor as publisher harmless against any expense or loss for any reason of any claims arising out of publication of Advertiser's advertisements. Advertiser's indemnification will include, without limitation, any expense or loss resulting from any claims or suits for libel, violation of rights or privacy, plagiarism, or copyright infringement.
3. Advertiser's acceptance of this Agreement does not provide or imply, directly or indirectly, any form of credit or terms of credit.
4. The Advertiser guarantees their performance of all of the terms and conditions contained within this Agreement.
5. The Advertiser and any Advertising Agency retained by Advertiser are jointly and severally liable for payment of any advertising purchased and inserted under this Agreement.
6. No form or document of the Advertiser or the Advertising Agency can be used to modify or change in any way the terms of this Agreement or for any other purpose pertaining to the relationship between Advertiser, the Advertising Agency and MDAdvisor.



7. The initial advertising rates under this Agreement, as reflected in the MDAdvisor Rate Card and supplemented by the MDAdvisor Insertion Order Form are attached to and a part of this Agreement may be modified at any time by MDAdvisor.
8. The following reasons will also initiate a rate change by MDAdvisor.
 - a. If Advertiser fails to meet the payment terms, MDAdvisor may cancel this Agreement without notice at any time. In this event, all advertising placed under this Agreement prior to such cancellations will be re-billed at MDAdvisor's full rates. Any such re-billings will be immediately due and payable.
 - b. Any bankruptcy or failure of the Advertiser's business constitutes a cancellation for non-payment if any payments to MDAdvisor are outstanding at the time of a bankruptcy filing or business failure.
 - c. If Advertiser does not meet the minimal requirements of this Agreement or ceases to place advertising hereunder before fulfillment of this Agreement, MDAdvisor will re-bill any outstanding amounts as per the terms expressed in 8a above.
9. Advertiser or their Advertising Agency will receive written notification from MDAdvisor in the event of any rate increase during the term of this Agreement. If the published rate changes during the Agreement period, Advertiser may cancel the remaining period of the Agreement with written notification delivered in a timely manner by acceptable business methods to MDAdvisor at the address provided above without incurring any penalties such as short-rates for non-fulfillment of the terms of this Agreement so long as the advertisements published to the date of cancellation are consistent with the mutually agreed upon frequency rate.
10. MDAdvisor will not be liable for any error in any submitted materials, including electronic submissions, for an advertisement and assumes no responsibility or liability for loss of business or any other damages as a result of any error or omission of any form, including content, frequency or placement, in or related to an advertisement.
11. MDAdvisor will not be liable for its failure to insert an advertisement placed hereunder beyond the cost of the space occupied by the error.
12. Credits earned by increasing the frequency during the Agreement period will be applied to future billings. No cash rebates will be issued.
13. Advertising rates in MDAdvisor are exclusive of all taxes now in force or enacted in the future.



14. MDAdvisor requires payment from Advertiser or their Advertising Agency for advertising before the first ad is placed in the Journal. In some circumstances, first payment date may allow for special discounting.
15. Credit card information is required at time of execution of agreement for cases arising in the event Advertiser or their Advertising Agency does not submit payment thirty (30) days past due. Advertiser or their Advertising Agency's credit card will be billed for all charges relating to agreement.
16. All advertising and its contents are subject to acceptance by MDAdvisor. MDAdvisor reserves the right to reject or cancel any advertisement, insertion order, space reservation, and contract or position commitment at any time without any cause.
17. Advertiser and their Advertising Agent agree that the publication of Advertiser's advertisement is not any endorsement by MDAdvisor of the Advertiser or the products or services being advertised and that MDAdvisor assumes no responsibility for any claims or statements made in an advertisement.
18. MDAdvisor reserves the right to select the location of any advertisement except in those instances where Advertiser or Advertising Agency has selected and paid for a specific location.
19. MDAdvisor will not be liable for any delays of any form in delivery or non-delivery that is beyond its control.
20. Any disputes that may arise between MDAdvisor and the Advertiser that can not be settled through good faith efforts will be decided by an independent arbitration service selected by MDAdvisor.
21. This Agreement represents the entire agreement between the Advertiser and MDAdvisor with respect to the duties and responsibilities herein provided and is not subject to any conditions or qualification outside of the Agreement except as may be required by law.



Authorized Signature: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

MDADVISOR – A Journal for the Healthcare Community

By: _____

Name: _____

Title: _____

ADVERTISER

By: _____

Name: _____

Title: _____

ADVERTISING AGENCY on behalf of ADVERTISER

By: _____

Name: _____

Title: _____