



## NAHQ eNews and Career Center Banner Advertising Application

### eNews Banner Advertising

#### Ad Requirements:

A horizontal banner will be placed on the opening of the newsletter. One e-mail blast is sent monthly to over 27,000 recipients. Banner size: 650 x 150 pixels. Please include a link for the banner ad and tracking codes, if applicable.

#### Advertising Fee:

**Banner ad:** \$3,200/month\*  
\$5,000/month Exclusive Ad

\* Non-exclusive fee, see sponsorship policies for further rate information. Multi-sponsorship may happen per issue. Exclusive sponsorship guarantees sole advertising space for each contracted exclusive month.

### Career Center Advertising

#### Ad Requirements:

A horizontal banner will be placed on the Career Center page of the NAHQ website for a duration of 30 days. Banner size: 600 x 120 pixels. Please include a link for the banner ad and tracking codes, if applicable.

#### Advertising Fee:

**Horizontal:** \$1,500/month\*      \*Discounted multiple consecutive monthly insertions available by quotation

### Ad Specifications

- The ad should take up the entire space of the chosen image size and shouldn't appear to be more than one ad.
- The ad shouldn't appear sideways or upside down.
- Expandable ads are not permitted.
- Acceptable file types include JPEG, TIF, GIF, PNG, and SWF. Flash ads are not accepted.
- All ad submissions must also include a clickable URL and alt text.
- All files must have a resolution of 72 dpi.
- Animation
  - Animation length must be 30 seconds or shorter.
  - Animations can be looped, but the animations must stop after 30 seconds.
  - Animated GIF ads must be 5 fps or slower.
- When viewing on mobile devices, text within an ad will shrink. We recommend limiting text to a minimum size of 16 pixels and no more than 10 words.

Please see the next page for the fillable form and attached terms and conditions.

## NAHQ eNews and Career Center Banner Advertising Application

### eNews Banner Advertising

Please indicate your selection below:

Banner ad

Preferred Insertion Month(s): \_\_\_\_\_

Total Fee: \_\_\_\_\_

### Career Center Advertising

Please indicate your selection below:

Horizontal ad

Preferred Start Date: \_\_\_\_\_

Total Fee: \_\_\_\_\_

### Advertiser Information

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

### Billing Information (if different from

Advertiser) Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Name of Ad Agency (If applicable) \_\_\_\_\_

Insertion Order Number (If applicable) \_\_\_\_\_

The undersigned represents, warrants, and agrees: (i) he or she is duly authorized to execute and submit this Application on behalf of advertiser; (ii) he or she has read and understands the below Advertising Terms; (iii) if this Application is accepted by NAHQ Advertiser is bound and shall abide by the Advertiser Term and this Application and the below Advertiser Terms (collectively, "Agreement") constitute a binding and legal contract between Advertiser and NAHQ.

**This contract is authorized by** \_\_\_\_\_ **Date** \_\_\_\_\_

### Payment Information

Fee: \$ \_\_\_\_\_

MasterCard

Visa

American Express

Discover Card

CC# \_\_\_\_\_ Expiration: \_\_\_\_\_

Check # \_\_\_\_\_

(checks payable to the National Association for Healthcare Quality)

Signature \_\_\_\_\_

Fax or Mail to: National Association for Healthcare Quality  
Jacki Weiglein  
Direct: 319.430.5009  
jweiglein@nahq.org

## ADVERTISING TERMS

- 1. DEFINITIONS.** In addition to any other words defined in this Agreement, for purposes of this Agreement, the following terms have the following meanings when capitalized, and their ordinary meanings when not capitalized: **“Effective Date”** means the date this Agreement is signed. **“Advertiser”** means the individual or entity identified as the Advertiser on the first page of this Advertiser Application. **“NAHQ”** means the National Association for Healthcare Quality, an Illinois not-for-profit corporation, exempt from federal income tax pursuant to Internal Revenue Code Section 501(c)(6). **“Personnel”** means an organization’s managers, directors, officers, employees, volunteers, agents, successors, and assigns.
- 2. ADVERTISEMENT FEE.** Advertiser, shall pay NAHQ the fee identified on the first page of this Advertisement Application (**“Fee”**). The Fee must be paid to NAHQ as identified on the first page of this Application.
- 3. ADVERTISEMENT.** Subject to the provisions of this Section 3, NAHQ shall provide Advertiser with the advertisement opportunity selected by Advertiser on the first page of this Advertisement Application (**“Advertisement”**). Advertiser shall provide Advertiser’s proposed advertisement to NAHQ, in manner, and in the format specified by NAHQ. NAHQ is entitled to review Advertiser’s proposed advertisement. NAHQ is entitled to request revisions to the proposed advertisement or reject the proposed advertisement in its discretion. If NAHQ requires revisions to the proposed advertisement and Advertiser is unwilling to make the revisions or NAHQ rejects the proposed advertisement, NAHQ shall refund the Fee to Advertiser and this Agreement shall terminate without any liability for either party. Proposed advertisement accepted by NAHQ are hereinafter referred to as an **“Ad”**.
- 4. ADVERTISER AD, NAME, AND LOGO.** Advertiser grants NAHQ a limited, non-exclusive, worldwide, royalty free right to utilize Advertiser’s Ad in all media now know or hereinafter created in connection with, NAHQ providing the Advertisement. Advertiser is and shall remain the owner of Advertiser’s Ad and the associated trademarks, copyrights, and other intellectual property rights.
- 5. LIMITATION OF LIABILITY.** Advertiser is not entitled to recover consequential, incidental, indirect, exemplary, special, punitive damages, enhanced damages, lost profits or revenues, or diminution in value from NAHQ. NAHQ’s maximum aggregate liability related to this Agreement, the Fee, or the Advertisement; whether based on breach of contract, tort (including negligence), or any other theory is limited to the Fee actually paid by Advertiser to NAHQ, under this Agreement. The limitations of liability in this Section apply: (i) even if the damages were foreseeable; (ii) NAHQ or any of its Personnel were advised of the possibility of the damages; (iii) regardless of the legal or equitable theory on which the claim or action is based (contract, tort (including negligence), or any other theory); and (iv) even if the Advertiser’s remedies under this Agreement fail their essential purpose. Advertiser acknowledges that the limitations of liability in this Section are reasonable and Advertiser hereby waives any claim to the contrary. If applicable law limits the application of this Section, NAHQ’s liability is limited to the maximum extent permitted by applicable law. Despite the other provisions of this Section, the limitations of liability in this Section do not apply to liability caused by NAHQ’s willful or wanton misconduct.
- 6. DISCLAIMER.** The Advertisement is provided **“as-is”** and **“with all faults.”** Advertiser assumes all risks associated with the Advertisement. NAHQ disclaims all representations and warranties of any kind with respect to the Advertisement, whether express, implied, or statutory to the fullest extent possible pursuant to applicable law, including the implied warranties of merchantability and fitness for a particular purpose.
- 7. TERM, TERMINATION, AND EXPIRATION.** This Agreement starts on the Effective Date and continues until both parties fully perform their respective obligations under this Agreement, unless terminated earlier as provided in this Section. NAHQ is entitled to terminate this Agreement without cause by giving notice to Advertiser. If NAHQ terminates this Agreement without cause, NAHQ’s sole obligation and Advertiser’s sole remedy is for NAHQ to refund the Fee paid to NAHQ by Advertiser under this Agreement. NAHQ is entitled to terminate this Agreement for cause if, in NAHQ’s opinion, Advertiser breaches this Agreement. If NAHQ terminates this Agreement for cause, Advertiser is not entitled to a refund of the Fee.
- 8. FORCE MAJEURE.** A party is not liable for failing to comply with its obligations under this Agreement (except for payment obligations), for failures caused by: (i) an act of God; (ii) flood, fire, earthquake, or severe weather; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iv) the act of a governmental authority; (v) national or regional emergency; or (vi) another reasonably unforeseeable event beyond the reasonable control of the impacted party (**“Force Majeure Event”**). The party impacted by a Force Majeure Event shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the impacted party expects to be unable to comply with its obligations under this Agreement. The impacted party shall use diligent efforts to minimize the Force Majeure Event’s effects. The impacted party shall resume complying with its obligations under this Agreement as soon as possible.
- 9. REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants: (i) it is duly organized, validly existing, and in good standing in the jurisdiction of its formation; (ii) it has the power and authority to enter into and comply with its obligations under this Agreement; (iii) it will comply with its obligations and exercise its rights under this Agreement, in accordance with applicable law; (iv) entering into, complying with its obligations under, or exercising its rights under this Agreement, does not violate any right of or obligation it owes to any individual or entity; (v) it is not subject to or located in a country subject to U.S. economic

sanctions or trade embargos; (vi) it is not a consumer; and (vii) when signed by both parties, this Agreement constitutes a legal, valid, and binding obligation of the party, enforceable against the party in accordance with its terms.

**10. CURRENCY, DATES, TIMES, AND LANGUAGE.** Under this Agreement: (i) all financial references are in U.S. dollars; (ii) all payments must be made in U.S. dollars, except as otherwise agreed by the parties; (iii) all date and time references refer to the date in Chicago, Illinois, U.S.; (iv) U.S. English is the controlling language; and (v) all records, communications, notices, documents, and proceedings are in U.S. English.

**11. THE PARTIES' RELATIONSHIP.** The parties are independent contractors and nothing in this Agreement creates an agency, franchise, business opportunity, joint venture, partnership, employment, fiduciary, or other relationship between the parties. A party is not entitled to contract for or bind the other party.

**12. NOTICE.** All notices must be in writing and provided to the other party by: (i) personal delivery; (ii) professional overnight delivery service, with proof of delivery to the other party's mailing address listed on the first page of this Agreement; or (iii) email, with proof of delivery to the other party's email address listed the first page of this Agreement. A notice is effective on the date it is delivered to a party in person, or with proof of delivery to the party's mailing or email address. A party may change the addresses for notices under this Agreement, by giving the other party notice in the manner stated in this Section.

**13. GOVERNING LAW AND CHOICE OF FORUM.** The laws of the State of Illinois, U.S., excluding the State of Illinois' choice of law rules, govern this Agreement. A party shall institute any action related to this Agreement in the United States District Court for the Northern District of Illinois, U.S., or the Illinois state courts located in Cook County, Illinois, U.S. The parties submit to the exclusive jurisdiction of these courts.

**14. JURY TRIAL WAIVER.** Each party hereby waives, to the extent permitted by applicable law, any right to a trial by jury, in any action between the parties related to this Agreement.

**15. LIMITATIONS PERIOD.** Advertiser must bring any claim or action against NAHQ, related to this Agreement, within one (1) year of the claim or action accruing. Advertiser waives any right to file an action related to this Agreement under any longer statute of limitations.

**16. BINDING EFFECT.** This Agreement inures to the benefit of, and is binding on, the parties and their successors and assigns.

**17. WAIVER.** Any failure or delay by a party to exercise any right under this Agreement is not a waiver of that right. A waiver must be in writing and signed by the party making the waiver. A party's waiver of a breach, of any provision of this Agreement, is not a waiver of any subsequent breach of the same provision.

**18. CUMULATIVE REMEDIES.** NAHQ's rights and remedies provided in this Agreement are cumulative and not exclusive, and NAHQ's exercise of any right or remedy does not preclude NAHQ's exercise of any other rights or remedies that may now or subsequently are available to NAHQ at law, in equity, by statute, by contract, or otherwise.

**19. SEVERABILITY.** If a court having jurisdiction over a dispute between the parties, determines any provision of this Agreement is unenforceable under applicable law, the rest of this Agreement remains in effect to the extent permitted by applicable law. In addition, as to any provision determined to be unenforceable as written in this Agreement, the provision is not void, but rather it is the desire of the parties that the provision be reformed and enforced by the court to the extent permitted under applicable law to give effect as near as possible to the original intent of the parties, as if originally executed in that form by the parties.

**20. SURVIVAL.** Provisions of this Agreement, which by their nature should apply beyond the termination of this Agreement, remain in force after this Agreement's termination.

**21. AMENDMENTS.** No amendment to this Agreement is valid unless in writing and signed by both parties. Any amendment to this Agreement is binding on the Indemnified Persons.

**22. ENTIRE AGREEMENT.** This Agreement is the entire agreement between the parties, with respect to the subject matter of this Agreement, and supersedes any prior agreements between the parties regarding the same subject matter.