

The
Portland Upside
positive people, positive stories

Advertiser Agreement

Contact Information:

Name _____

Company Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Email Address _____

Ad Size, Location, and Cost:

___ 1/24th of a page 3.4"x 2"

___ 1/12th of a page 3.4"x 4"

___ 1/6th of a page 6.8"x 4"

___ 1/4th of a page 6.8"x 6"

___ 1/2 of a page 10.25"x 8"

___ Full page 10.25"x 16"

___ Full Color

___ Black and White

First issue (Month/Year) _____

Number of issues: _____

*If purchasing an ad for multiple issues,
payment must be received by the 24th of
the month prior to each ad's publication.
An invoice will be emailed as a reminder.*

Amount due per issue: _____

Payment Methods:

Payment can be made online at www.portlandupside.com/adpay.html, by calling Jennifer at 503-233-4366, or by mailing a check to: The Portland Upside 10013 SE Eastmont Drive, Damascus, OR 97089.

Check (specify check #) _____ Credit Card Type _____

Credit Card # _____ Exp. Date _____ V Code (Last 3 digits in the signature line on back of card)

Name on Card _____

Credit Card Billing Address _____

City _____ State _____ Zip _____ (if different from address above)

Agreement Terms

Ads must be reserved by the 20th of the month. Artwork and payment is due by the 24th.

The Portland Upside LLC reserves the right to change advertising rates at any time.

All advertising is subject to The Portland Upside LLC approval. The Portland Upside LLC reserves the right to reject advertising. The Portland Upside LLC will reject any advertising with questionable content, such as: alcohol, tobacco, profanity, risqué or explicit images, sexual content, or anything else deemed to be harmful or offensive. What is deemed harmful or offensive is at the sole discretion of The Portland Upside LLC. Advertisers and their agencies assume liability for all content (including text representation and illustration) of advertisements printed and assume responsibility for any resulting claims against The Portland Upside LLC. The Portland Upside LLC assumes no responsibility if, for any reason, it becomes necessary to omit an advertisement.

Advertiser shall indemnify The Portland Upside LLC and hold The Portland Upside LLC harmless from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions and proceedings that may be instituted against The Portland Upside LLC on grounds alleging that any advertisement submitted hereunder by or on behalf of Advertiser violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights. Advertiser agrees at Advertiser's own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against The Portland Upside LLC, provided that The Portland Upside LLC shall promptly notify Advertiser with respect thereto. The Advertiser shall reimburse The Portland Upside LLC for any amount paid by The Portland Upside LLC in settlement of claims or in satisfaction of judgments obtained by reason of publication of such advertising copy, together with all expenses incurred in connection therewith, including but not limited to, reasonable attorney's fees and court costs.

Advertisers and their agencies have dual liability to The Portland Upside LLC in the event of nonpayment for advertising space. The Portland Upside LLC reserves the right to cancel this Agreement at any time upon Advertiser's failure to pay any bill when due. In the event The Portland Upside LLC must employ an attorney to collect sums due hereunder or to enforce compliance by Advertiser with any of the terms of this Agreement, Advertiser shall pay to The Portland Upside LLC attorney's fees and other costs incurred by The Portland Upside LLC in connection with any legal actions and appeals thereof.

This writing contains the entire Agreement of the Parties. No representations were made or relied upon by either party, other than those expressly set forth in this Agreement. No agent, employee or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by a duly authorized officer, employee or other representative of the respective parties.

Should any part of this Agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such part, parts, or portion which may, for any reason, be hereafter declared invalid.

This Agreement shall be construed under the laws of the State of Oregon. The venue for any legal actions regarding this Agreement shall be in the State of Oregon.

Ad mistake liability: Though we work hard to make sure it does not happen, sometimes mistakes happen despite our best efforts. The maximum liability of The Portland Upside LLC in the event of an error is limited to the cost of that ad for that issue.

How to submit your ad:

PDF is the preferred format for all ads. Graphics must be at least 300dpi. When saving files to PDF, ensure that all fonts are embedded, and the graphics are not downsampled. Email PDF files to editors@portlandupside.com An FTP site is also available, contact us for instructions.

As an authorized representative of the organization named above I agree to the terms of this agreement (please sign below):

Advertiser Signature: _____

Date: _____

Advertiser (printed): _____

Please send this agreement by email to editors@portlandupside.com, or mail to The Portland Upside 10013 SE Eastmont Drive, Damascus, OR 97089, or fax to 503-828-9889. If you have any questions, contact Jennifer at 503-233-4366.