



## Advertising Agreement

### Advertiser

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

### Billing Contact

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

### Advertiser's Information

Name of advertiser as it will appear in the advertising index \_\_\_\_\_

Website of advertiser as it will appear in the advertising index \_\_\_\_\_

### Print Advertisement Selection

Issue	Ad Size	Position	Rate

### Online Advertisement Selection

Starting Date	Ending Date	Position	Rate

Advertiser agrees to comply with all terms and conditions within this contract. This contract is legally binding and is the final agreement between Advertiser and Publisher. All contracts are final and cannot be cancelled after the ad close date (one month before issue publication date).

**Address:** Surgisphere Corporation, 4706 Carmen Lane, Durham, North Carolina 27707

**E-mail:** [Sapan.Desai@Surgisphere.com](mailto:Sapan.Desai@Surgisphere.com)

## 1. Advertising Policy

A. Our advertising policy separates Advertisements from content. Selection and placement of ads is determined solely by the publisher, thereby eliminating any potential conflict of interest between the editors and advertisers. Revenue from advertisers is used to offset costs of publication and to reimburse editors for their time and efforts. Advertising is placed within the journal and on the website at the discretion of the publisher unless prior arrangements are made with the advertiser and disclosed to the reader.

B. All Advertisements must comply with local, national, and international laws, equal opportunity employment regulations, and principles of ethical advertising. Advertisements of any products that the Food and Drug Administration may have oversight of either now or in the future must be accompanied by the appropriate clauses and disclaimers. Proprietary names of medications or products must be accompanied by their generic or official name. Quantity, dosage, side effects, and all relevant product labeling information must accompany the Advertisement, must be factual in nature, and presented in a professional manner.

C. All Advertisement must prominently and legibly include the advertiser by trademark or signature. Any reference to the Publisher or its products, affiliates, editors, advertisers, or anything that may be construed as an endorsement requires the prior written approval of the Publisher.

D. The Publisher will make every reasonable attempt to honor the Advertiser's preferred ad placement. However, all advertising contract positions are treated as requests and are subject to change based on existing advertising inventory and other factors.

## 2. Advertising Approval

A. All Advertisement is subject to approval by the Publisher, which reserves the right to reject or cancel any Advertisement at any time. Advertisers who have their Advertisement cancelled will receive a 100% refund if the cancellation occurs prior to publication, or a pro-rated refund if cancellation occurs after the Advertisement has already started. The cost of advertising is the maximum liability that will be accepted by the Publisher.

B. Cancellation of any advertising by the Advertiser must be received in writing 30 days before the Advertisement is started. A pro-rated refund will be processed after a \$150 processing charge. There will be no refunds for any ads cancelled after the ad close date.

## 3. Indemnity

A. The Advertiser represents and warrants to the Publisher that the Advertiser has full power and authority to enter into this Agreement and to grant the rights granted in this Agreement; that the Advertisement is original except for material in the public domain and such excerpts from other Advertisements as may be included with the written permission of the copyright owners; that the Advertisement does not contain any libelous or obscene material or injurious formulas, recipes, or instructions; that the Advertisement does not infringe any trade name, trademark, or copyright; that the Advertisement does not invade or violate any right of privacy, personal or proprietary right, common law or statutory right, federal or state regulation, or health care privacy regulations; that the Advertisement is original and previously unpublished except for third-party material that is either public domain or for which appropriate permission has been obtained; and that the material contained in the Advertisement is accurate and would not cause injury if accurately used or followed.

B. The Advertiser shall indemnify the Publisher and its licensees and assignees under this Agreement and hold them harmless from any and all losses, damages, liabilities, costs, charges, and expenses, including reasonable attorneys' fees, arising out of any breach of any of the Advertiser's representations and warranties contained in this Agreement or third-party claims relating to the matters covered by these representations and warranties. In addition to other remedies available to the Publisher, the Publisher may charge the amount of any such losses, damages, liabilities, costs, charges, and expenses against any sums accruing to the Advertiser under this Agreement. The provisions of this Section 3 shall survive any termination of this Agreement. Publication of Advertisements does not imply endorsement by the Publisher, its editors, reviewers, or any related entities.

C. The Publisher shall not be liable for the failure to publish any Advertisement. In such an event, the Publisher will use all reasonable attempts to place the Advertisement in a future issue. The Publisher is not responsible for any errors or defects in the Advertisement.

## 4. Payment

- A. This signed agreement must be accompanied by full payment for the entire Advertisement.
- B. In the event of nonpayment, the Publisher reserves the right to hold the advertiser liable for the full payment of the Advertisement.
- C. Payment is accepted in US dollars only and may be transmitted by credit card, check, money order, wire transfer, or PayPal. All payments must be made out to the Surgisphere Corporation.

## 5. Applicable Law

- A. This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of North Carolina (the "Governing State"), regardless of the place of its execution or performance. The parties irrevocably submit to the exclusive jurisdiction of the courts of the Governing State with respect to all disputes or matters arising out of or pertaining to this Agreement.

## 6. Complete Agreement

- A. This Agreement constitutes the complete understanding of the parties and supersedes all prior agreements of the parties related to the Advertisement. No amendment or waiver of any provision of this Agreement shall be valid unless in writing and signed by all parties affected by the amendment or waiver. The provisions of this Agreement shall be severable, and in the event that any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent the enforcement of any other provision of this Agreement.
- B. The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of that right at any time thereafter.
- C. Nothing in this Agreement shall be deemed to create any employer/employee, agency, fiduciary, joint venture or other similar relationship between the parties.
- D. The provisions set forth in this Agreement are for the sole benefit of the parties hereto and their respective successors and assignees and shall not be construed as conferring any rights on any other persons or entities.
- E. After receipt of the manuscript and all other materials required to be delivered to the Publisher under this Agreement, the Publisher will take reasonable care but shall not be held liable for accidental loss or damage thereof.

Date of Agreement      \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

By      \_\_\_\_\_

Printed Name      \_\_\_\_\_

Title      \_\_\_\_\_

Advertiser      \_\_\_\_\_

By      \_\_\_\_\_

Publisher      Sapan S. Desai, MD, PhD

Chief Executive Officer

Surgisphere Corporation

Send all advertising material to:

Sapan S. Desai, MD, PhD  
Journal of Surgical Radiology  
4706 Carmen Lane  
Durham, NC 27707  
Phone: 888-837-8499 ext 2  
Email: [Sapan.Desai@Surgisphere.com](mailto:Sapan.Desai@Surgisphere.com)