

Classified Advertiser Savings Program

2010 Agreement

This agreement is made between the American Medical Association (AMA) and the following:

ADVERTISER

AGENCY

BILLING ADDRESS

CITY

STATE OR PROVINCE

ZIP OR POSTAL CODE

PHONE

FAX

E-MAIL

CONTACT PERSON

TITLE

Please sign on page 2 and follow instructions below the signature lines.

Advertiser hereby agrees to make a minimum gross expenditure of \$_____ on classified advertising placed through a sales representative between January 1, 2010 and December 31, 2010 at currently effective rates and conditions in any of the print publications and online resources listed below. Please note: only recognized advertiser parent companies and their subsidiaries are eligible; this program does not apply to purchasing agency spend.

- JAMA: The Journal of the American Medical Association
- JAMA Career Center
- Archives of Dermatology
- Archives of Facial Plastic Surgery
- Archives of General Psychiatry
- Archives of Internal Medicine
- Archives of Neurology
- Archives of Ophthalmology
- Archives of Otolaryngology – Head & Neck Surgery
- Archives of Pediatrics & Adolescent Medicine
- Archives of Surgery
- American Medical News

2010 GROSS SPENDING COMMITMENT

LEVEL	MINIMUM	SAVINGS
1	\$15,000	3%
2	25,000	5%
3	40,000	8%
4	50,000	10%
5	75,000	15%
6	100,000	20%

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General Publishing Rules and Regulations

1. All advertisements are subject to the *Principles Governing Advertising in Publications of the American Medical Association*, the Advertising Acceptance Policy, and approval by AMA classified advertising staff. All advertisements are accepted and published entirely on the representation that the agency and the advertiser are authorized to publish the entire contents and subject matter thereof. The advertiser and agency will be held responsible for any loss or expense to AMA arising out of publication of an advertisement, including but not limited to, those resulting from claims or suits for libel, violation of right of privacy, plagiarism or copyright infringement. The agency and advertiser agree not to make promotional or merchandising reference to the American Medical Association, or any of its publications, in any way except with the permission of the publisher.
2. The publisher shall not be subject to any liability whatever for any failure to publish or circulate all or any part of any issue or issues because of strikes, work stoppages, accidents, acts of God or any other circumstances not within the control of the publisher.
3. The publisher will not be liable by reason of any error for which it may be responsible, beyond liability for cost of the actual space occupied by the item in which the error occurred. In the case of typographical errors or omissions, the publisher shall not be liable beyond the cost of the advertisement. The publisher shall be under no liability for failure for any reason to insert an advertisement. In such event, advertiser will, at its option, be entitled to a refund of the price of the ad or insertion in the next issue of the publication.
- Advertisements submitted after deadline are submitted at the advertiser's own risk, no proof provided, and the publisher shall assume no liability for errors or omissions in such advertisements.
4. No retroactive rebates or credits shall be given for order revisions. Completion of existing orders will provide the advertiser with an opportunity to upgrade to a higher gross savings percentage, if desired.
5. Not Transferable. This order covers only advertising relating to the regular business of the advertiser and may not be transferred, in whole or part to another advertiser.
6. Short Rate. The advertiser agrees that if at the end of the order period, or upon termination of the order for any reason, the advertiser has not used advertising in the amount ordered, it shall forthwith pay the publisher the difference between the order rate and the rate for the advertisements actually run during that period, according to the current rate schedule.
7. Conditions. The publisher reserves the right to revise the rates stipulated herein at any time. The advertiser shall have the right, within 30 days after notification of any such revision, to cancel the order with a short rate penalty charge, upon the effective date of the publisher's new or higher rates. No additional terms or conditions pertaining to the order will be recognized by the publisher except those endorsed in writing and authenticated by the signature of both parties. There are no conditions, verbal or otherwise, binding the publisher other than those stated in the order, and it is accepted solely on that basis.

ADVERTISER SIGNATURE

DATE

AGENCY SIGNATURE

DATE

AMA REPRESENTATIVE

DATE

Instructions

Please complete and fax both pages of this form to 312.464.5909 as soon as possible. A copy signed by our representative will be returned in confirmation.

Classified Advertising Department
American Medical Association
515 N State St Fl 11
Chicago IL 60654-9200