

2010 TVPPA Membership Directory Insertion Order

Company Name: _____

Contact: _____ Telephone: _____

Address: _____ Fax: _____

City: _____ State: _____ Zip: _____

E-mail: _____

Agency Name (if applicable): _____

Contact: _____ Telephone: _____

Address: _____ Fax: _____

City: _____ State: _____ Zip: _____

E-mail: _____

Rates: Color Covers*: \$985 Color Tabs*: \$775 B&W Text: \$600

SPECIAL: Reserve your space before Aug. 7, 2009 and receive an additional \$50 off the regular rate. Also, returning advertisers receive \$50 off their ad regardless. A total possible savings of **\$100 off the regular rate!**

Advertising agencies please note that rates shown are net amounts. TVPPA does not include any agency commission.

**Inside front, inside back, back cover and tab space is limited. If interested, please call immediately for availability.*

Billing: Payment Enclosed. Bill me after publication. My purchase order number is: _____

Deadline: The final date for reserving advertising space is December 4, 2009. The directory will be published in early February 2010 at which time you will receive a tear sheet and invoice for payment. Two complimentary copies of the directory are provided upon receipt of payment.

Please complete and return Insertion Order as soon as possible to TVPPA, PO Box 6189, Chattanooga, TN 37401-6189 or Fax to: 423.267.2280. You may also complete and Insertion Order online at www.tvppa.com. For more information, please call Tim Daugherty at 423.756.6511.

New Advertisement. Covers (full bleed): 5.75"x8.5" and Tabs (full bleed): 5.5"x8.5" (allow 3/8" on binding side). B&W Text Pages: 4.375"x7.375".

E-mail file (please send to TDaugherty@tvppa.com)

Computer file on disk (CD or DVD only) IBM Compatible MAC

File format: Quark Xpress InDesign PDF EPS TIFF JPEG Other: _____

**Preferred format is EPS (all fonts to paths) or high-res TIFF. Ensure you send a hard copy of your ad.*

Pick Up advertisement/copy from the 2009 TVPPA Membership Directory.

I would like for TVPPA to typeset my advertisement. (No Charge) Please contact Tim Daugherty at 423.756.6511 for details.

For TVPPA use only: _____

Ad location:

Inside Front Cover

Inside Back Cover

Back Cover

Tab _____

Other _____

***Please sign and date:**

Name: _____

Signature: _____

Date: _____

DON'T FORGET

Add The Buyer's Guide

By advertising in the Membership Directory, you are eligible to receive the discounted rate to run your same advertisement in the Buyer's Guide as well.

Advertisers in the annual Directory would have the option to be included in the Buyers Guide for only an additional \$50 for text locations and \$100 for cover locations.

Separate rates for the guide are \$600 for text page locations and \$985 for the cover locations.

YES! I would be interested in additional advertising space in the 2009 Buyers Guide. I understand that this will be an additional cost of \$50 or \$100 and that I must commit to advertising in the 2010 Annual Directory to be eligible.

Don't Forget...

Advertising in the Directory allows you an expanded listing in the Buyer's Guide. Please go online at www.tvppa.com/publications/buyers_guide/buyguideform.htm after submitting this form to ensure an accurate listing.

TERMS AND CONDITIONS

The person, company, or advertising agency placing advertising covered by this Agreement (hereafter called "Advertiser") and the Tennessee Valley Public Power Association ("TVPPA") hereby agree to the following terms and conditions:

1. Indemnification. Advertiser represents that it authorized to publish the entire contents and subject matter of the advertisements covered by this Agreement. In consideration of TVPPA's acceptance of the advertisements for publication, Advertiser shall indemnify, without limitations and such indemnity, TVPPA against loss or exposure resulting from claims, actions, or proceedings based on the contents or subject matter of the advertisements, including without limitation, libel or copyright or trademark infringement. Advertiser shall reimburse TVPPA for any amount paid by TVPPA in settlement claims or in satisfaction of judgements obtained by reason of the publication of the advertisements together with all expenses incurred in connection therewith, not limited to, attorney's fees and cost of litigation.

2. Limitation of TVPPA Liability for Error or Omission. TVPPA's liability to Advertiser on account of errors in or omissions of the advertisements shall in no event exceed the amount of TVPPA's regular charges for insertion of the advertisement which was omitted or in which the error occurred in any edition of the TVPPA Membership Directory in which the advertisement was or was to have been placed.

3. Default. In the event that Advertiser defaults in the payment of any amounts due TVPPA pursuant to this Agreement or in any other term of this Agreement, Advertiser agrees to pay attorney's fees and all other costs incurred by TVPPA in the collection of the delinquent amount or the enforcement of performance.

4. Liability of Advertising Agency. In the event that the advertisements are placed by an advertising agency, the advertising agency hereby expressly consents to be jointly and severally liable for any and all amounts due TVPPA by the agency's client, and such advertising agency hereby expressly consents to pay a reasonable attorney's fee and all other costs incurred by TVPPA in the collection of any amounts due and owing TVPPA by the advertising agency's client. No advertising commission

will be paid by TVPPA on accounts that are not paid within thirty (30) days following the date of TVPPA's invoice.

5. Impossibility of Performance. TVPPA shall not be responsible or liable for any damages to the Advertiser by reason of a failure to insert any advertisement because of any labor dispute, strike, war, riot, insurrection, civil commotion, fire, flood, accident, storm or any act of God, or any other cause beyond the control of TVPPA. In such an event, Advertiser shall have the option of having such advertisement inserted in a future issue of the directory upon the terms and conditions contained herein or of no charge made by TVPPA for such advertisement not inserted.

6. Advertising Material: Type and Style. If TVPPA is unable to set any advertisement in the type or style requested by Advertiser, TVPPA shall set the advertisement in such other type or style as in its opinion most clearly corresponds thereto and my publish the advertisement without first submitting a proof thereof to Advertiser. Where advertising material furnished TVPPA occupies more space than specified, TVPPA shall immediately communicate with Advertiser for definite instructions. If TVPPA is unable to secure definite instructions from Advertiser, the advertising may be omitted or adjusted to best fit.

7. Assignment and Delegation. Neither party may assign any rights or delegate any duties hereunder without the express prior written consent of the other party, including, but not limited to, the assignment or other transfer of the right to use any advertising space contracted for hereunder.

8. Entire Agreement. This writing contains the entire agreement of the parties. No agreements or other understandings modifying the terms and conditions of this Agreement shall be binding upon TVPPA unless made in writing and signed by both Advertiser and TVPPA and specifically stating that it is an amendment to this agreement.

9. Controlling Law. The terms and conditions, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.