

TOBA ADVERTISING OPPORTUNITIES 2023 RATE CARD



ALL RATES SHOWN ARE NET

OUTSIDE BACK COVER (four color)\$1,995	
INSIDE FRONT COVER (four color)\$1,595	
INSIDE BACK COVER (four color)\$1,595	
FULL PAGE (four color)\$1,350	
HALF PAGE (four color)\$795	
HALF PAGE (black & white)\$495	

2023 NATIONAL AWARDS PROGRAM

SPACE RESERVATION DEADLINE: JULY 1, 2023 ADS DUE: JULY 7, 2023

Additional Information

- Both publications are polybagged and distributed with a copy of the BloodHorse to all TOBA members. The Membership Directory will be distributed with the July issue; The National Awards Program will be distributed with the October issue.
- The National Awards Program will be distributed in person at the TOBA National Awards, which will be held September 9, 2023.
- All publications are posted digitally to the TOBA website.



TOBA ADVERTISING OPPORTUNITIES 2023 SPECIFICATIONS

File Types

- Preferred File Format: PDF
- Resolution: High (300 dpi or greater)
- Color Setting: CMYK (NO Spot/PMS or RGB color, please)

Our preference is to receive files as a high-resolution PDF. Photos and images must be submitted at a minimum 300 dpi. Files must be created as print-ready with fonts, high-resolution images, and graphics embedded. If a PDF format is not possible, we can also accept digital files as a JPEG or PNG as a secondary method. Resolution requirements still apply.

In extenuating circumstances, we have the ability to accept files in Adobe Creative Cloud file formats (InDesign, Illustrator, or Photoshop). However, files in these formats will incur a fee to export to a finished print-ready file. If this is the case, the file must be submitted in a folder along with any fonts and artwork utilized in the file.

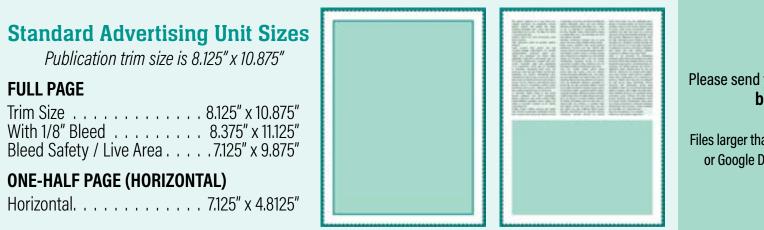
An additional fee will be charged for any corrections we must make, including but

not limited to: sizing, RGB to CMYK conversion, bleed corrections, font correction, or resolution corrections.

Apart from any technical corrections needed or requested to convert or export the file as print-ready, we will NOT make any changes to ads or files as it pertains to the content including design choices, images, copy, spelling, etc.

Additional Guidelines

- Do NOT include printer marks (including crop marks, bleed marks, etc.).
- Convert any spot colors not intended to print as spot into CMYK. RGB elements must be converted to CMYK.
- Files must be single pages, no multipage files.
- Include target URL to link the ad for digital version.
- File names should be as short as possible and contain only alpha-numeric characters. Avoid blank spaces and punctuation marks. Do not use illegal characters such as ("()*&^%\$#@!'{}[]\',;: in the file name.



Delivery

Please send your files as an attachment to: **barkley@toba.org**

Files larger than 9MB can be sent via WeTransfer or Google Drive to the same email address.

Name (Printed)
2023 ADVERTISING AGREEMENT - PAGE 1 OF 2

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Important: The contract must be completed and signed before service begins. Full Terms and Conditions are listed on page two. By signing below, I acknowledge that I have read and agree to be legally bound by all contract Terms and Conditions contained in the agreement, and that I have full power and authority to sign for the above named company.

			Insertion Order
Company or Farm Name List how it should appear on the advertising index Address			2023 NATIONAL AWARDS PROG OUTSIDE BACK COVER (four color)
City	State		INSIDE FRONT COVER (four color) INSIDE BACK COVER (four color)
Zip Code	Country		FULL PAGE (four color)
Primary Contact			HALF PAGE (four color) HALF PAGE (black & white)
Email	Phone I	Number	
Billing Information Sar	ne as above		
Company			
Address			
City	State		
Zip Code	Country		
Primary Contact			
Email Unless otherwise noted below, a paper copy of y			
Please send invoice electronically	IN ADDITION to a paper invoice		
Special Instructions			

Advertiser Information			
Company or Farm Name			
List how it should appear on the advertising inc	dex		
Address			
City		State	
Zip Code		Country	
Primary Contact			
Email			Phone Number
Billing Information	Same as above		•
Company			
Address			
City		State	
Zip Code		Country	

2023 ADVERTISING AGREEMENT



Payment Information

All checks should be made payable to TOBA. 2365 Harrodsburg Road, Suite A200

Lexington, KY 40504

Please contact Barkley Porter at (859) 276-6793 or barkley@toba.org with any questions.

CHECKS PREFERRED. CREDIT CARDS ACCEPTED ON REQUEST WITH THE ADDITION OF A 3% SERVICE FEE.

Signature

L AWARDS PROGRAM

CK COVER (four color) ... \$1,995 T COVER (four color) ... \$1,595 COVER (four color) \$1,595 our color) \$1,350 four color)\$795 black & white) \$495



Terms & Conditions

The following are certain terms and conditions governing advertising published by TOBA ("Publisher"). These terms and conditions may be revised by Publisher from time to time. Submission of insertion order for placement of advertising and/or delivery of advertising materials to Publisher for inclusion, constitutes acceptance of the following terms and conditions by both the advertiser ("Advertiser") and any agency or other representative acting for or on behalf of Advertiser ("Agency"). This contract agreement constitutes the sole understanding between the parties hereto as to the subject matter herein. No terms or conditions in any insertion orders, reservation orders, blanket contracts, instructions, or documents that are submitted or maintained by Agency or Advertiser will be binding on Publisher, unless expressly authorized in a writing signed by a senior executive of Publisher. Publisher shall not be bound by any promises or agreements not contained herein and accepted, nor shall any such relieve Advertiser or agent (if any) of their obligations hereunder. Any agreed upon advertising changes will be in writing and signed by both parties. Publisher reserves the right to terminate this agreement in part or in its entirety at any time with or without cause.

RATES & PAYMENT

Publisher has sole discretion over payment terms for advertising. Publisher may change the payment terms from time to time and without limiting generality of the foregoing may require Advertiser to make payment in advance of the publishing date of the relevant publication. Unless noted otherwise, all rates are NET and may be subject to change. Publisher reserves the right, at its discretion, to change, modify, add, or delete portions of rate card at any time without further notice. All payments must be in United States currency.

Advertiser agrees to make full payment by the space closing date on all insertions scheduled under this contract agreement.

Invoices are rendered upon receipt of advertising agreements and insertion orders Payments are due in full, without deductions or set-offs, within thirty (30) days after the billing date. If payment is not received within ninety (90) days of billing from an agent, the corresponding advertiser shall be billed directly by Publisher. A monthly service charge may be added to the unpaid balance of accounts due after thirty (30) days, at the discretion of Publisher.

Agency and Advertiser are jointly and severally liable for the payment of all invoices arising from placement of advertising in the publication and for all costs of collection of late payment. If an account is placed with a collection agency or attorney for collection, all commissions and discounts will be rescinded or become null and void and the full advertising rate shall apply.

If by space closing date, Publisher has not received advertisement files deemed acceptable, Publisher may either repeat Advertiser's most recent ad, or print nothing. Charges will be made for space reserved by Advertiser via insertion agreement cost. Failure to acknowledge or submit advertisement files will not alter contract payment terms, placement, or agreement obligations.

CANCELLATION & CHANGES

Publisher expressly reserves the right to reject or cancel for any reason at any time any insertion order or advertisement without

liability, even if previously acknowledged or accepted. In the event of cancellation for default in the payment of bills, charges for all advertising published as of the cancellation date shall become immediately due and payable.

Advertiser may not cancel orders for, or make changes in, advertising on or after thirty (30) days prior to the publication closing date. A formal written notice of cancellation is required no later than 30 days prior to the closing date. No verbal cancellations will be accepted. In the event Publisher accepts cancellation after any of the foregoing deadlines, such acceptance must be in writing by Publisher, and such cancellation may be subject to additional charges at Publisher's discretion.

The conditions of advertising in the publication are subject to change without notice. Publisher will announce ad rate changes thirty (30) days prior to the closing date of the publication in which the new rates take effect. Orders for subsequent publications will be accepted at the then-prevailing rates.

LIABILITY

Publisher is not liable for any failure or delay in printing, publishing, or circulating any copies of the publication in which advertising is placed that is caused by, or arising from, an act of God, accident, fire, pandemics, public health emergencies, failure of transportation, strike, dilatory postal delivery, acts of governments, terrorism or other occurrence beyond Publisher's control.

Publisher is not liable for any failure or delay in the submission of advertising files for any advertisement set forth in this agreement and insertion order. It is the Advertiser and/or Agency responsibility to submit and confirm receipt of the advertising files to Publisher by the closing date.

Publisher reserves the right to display advertising in any order. Format and/or position of advertisement is at the discretion of Publisher. The position of advertisement is not guaranteed nor will a dispute of placement dissolve contract obligations. Publisher is not liable for failure to meet positioning requirements, and is not liable for any error in key numbers. Publisher will treat all position stipulations on insertion orders as requests.

The liability of Publisher for any act, error, omission or other matter for which it may be held legally responsible shall not exceed the cost of the ad space affected by the error. In no event shall Publisher be liable for any indirect, consequential, special or incidental damages, including, but not limited to, lost income or profits. The foregoing limitations shall apply to the greatest extent permitted by law and regardless of the theory under which liability is asserted.

MISCELLANEOUS

Agency and Advertiser jointly and severally represent and warrant that each advertisement submitted by it for publication and all materials contained therein (collectively, the "Ad Materials") including, but not limited to, Ad Materials for which Publisher has provided creative services, contains no copy, illustrations, photographs, text or other content or subject matter that violate any law, infringe any right of any party, and/or is libelous, defamatory, obscene, disparaging, racist, hateful or scandalous. As part of the consideration and to induce Publisher to publish such advertisement, Agency and Advertiser jointly and severally shall indemnify and hold harmless Publisher from and against any loss, liability, damages, fines, penalties, and related costs and expenses (including attorneys' fees) (collectively, "Losses") arising from publication of such Ad Materials in any applicable editions, formats or derivations of the publication, including, but not limited to: (a) claims of invasion of privacy, violation of rights of privacy or publicity, trademark infringement, copyright infringement, libel, misrepresentation, false advertising, or any other claims against Publisher; or (b) the failure of such Ad Materials to be in compliance and conformity with any and all laws, orders, ordinances and statutes of the United States or any of the states or subdivisions thereof; or (c) any products, goods, services, programs, events, offers and promotions that are promoted by or referenced in the Ad Materials (and the fulfillment or non-fulfillment thereof).

Publisher may, in Publisher's sole and exclusive discretion and without penalty to Publisher, reject and refuse to run any Ad Materials that Publisher believes: (a) do or may violate Agency's and Advertiser's representations and warranties set forth above; (b) are reasonably likely to be considered objectionable by a reasonable person; and/ or (c) are likely to expose Publisher, Agency and/or Advertiser to heightened legal or reputational liability or risk for any reason.

In the event Publisher provides contest or sweepstakes management services, email design or distribution or other promotional services in connection with advertisements placed in the publication, Agency and Advertiser jointly and severally represent and warrant that any materials, products (including, but not limited to, prizes) or services provided by or on behalf of Agency or Advertiser will not result in any claim against Publisher.

As part of the consideration and to induce Publisher to provide such services, Agency and Advertiser jointly and severally shall indemnify and hold harmless Publisher from and against any Losses arising from such materials, products or services, including, but not limited to, those arising from any such claims.

Publisher's acceptance of an advertisement for publication does not constitute an endorsement of the product or service advertised. No Advertiser or Agency may use the Publisher's logo without Publisher's prior written permission for each such use.

The word "advertisement" will be placed above all advertisements that, in Publisher's opinion, resemble editorial matter.

Insertion orders for all advertising units must state if advertisement carries a coupon, contest, or sweepstakes.

Orders are accepted for the advertising by brand of product or service only and may not be re-assigned to other products or services or to affiliated companies without the consent of Publisher.

If a third party either acquires or is acquired by Advertiser during the term of an insertion order, any advertising placed by such third party in a publication that closed prior to the date of the acquisition will not contribute to Advertiser's discounts.