

# ADVERTISER'S AGREEMENT

**Advertiser:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
 \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Contact for ad copy and artwork:**  
 \_\_\_\_\_

**Space Reserved**

**Feb/Mar**

**Apr/May**

**Jun/July**

**Aug/Sep**

**Oct/Nov**

**Dec**

**Policies**

Guaranteed position is not available except for some year-round, long-term commitments.

Liability for incorrectly printed or omitted advertising extends only to the cost of the advertising space.

Advertisers cancelling placement after deadline are liable for payment in full for the space reserved.

**Right of Refusal**

The publisher, in its sole discretion, reserves the right to refuse any advertising that violates any current or future written or unwritten policy of acceptability.

**Terms**

Accounts are billed on a net 30-day basis. There is a 2% discount for prepayment with check or credit card. Delinquent accounts are subject to a 1.5% service charge (18% annual rate). Minimum charge on delinquent accounts is 50 cents per month.

**Cancellation**

If the contract is not fulfilled, the space purchased will be rebilled to the advertiser at the dollar volume level actually incurred, according to the rate schedules in effect when the advertising was published.

**Ad size:** \_\_\_\_\_

**Sponsorship:** \_\_\_\_\_

**Rate per ad:** \_\_\_\_\_

**Misc. charges:** \_\_\_\_\_

**Discounts:** \_\_\_\_\_

**TOTAL:** \_\_\_\_\_

**Special billing instructions:**  
 \_\_\_\_\_  
 \_\_\_\_\_

**Advertiser's signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Account executive's signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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 You will be sent an invoice within 30 days of publication.

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 Make checks payable to Genco Media

AMEX  Visa  MC  **Account number:** \_\_\_\_\_

**Exp. date:** \_\_\_\_\_ **Name on card:** \_\_\_\_\_

Please fax a signed copy back to 404-420-2364.

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**COLOR:** Advertiser must furnish composite film negatives (right-reading, emulsion side down). A color proof is required (matchprint, chromalin, press proof). Matchprint proofs are recommended as they ensure the highest quality color match. If ad materials are submitted out of specifications, they may be subject to additional production charges. Overlay proofs, such as color keys, are not accepted. Proofs: Proofs are made available for typographical corrections only. Changes in copy or layout due to subscriber error will require a \$75 minimum production charge.

**ONE COLOR/BLACK:** Black and white ads must be provided to publisher in the form of a composite velox plus film negative. Any other type of material submitted as camera ready may be subject to additional charges.

**MATERIAL ERRORS OR OMISSIONS:** If Advertiser's advertisement contains any material errors or omission which is the fault of the Publisher and which negates the value of the advertisement, Advertiser shall be reimbursed for all amounts paid for the Advertisement. The parties acknowledge that the amount of actual damages for any such error or omission would be highly speculative. Therefore, in such an event, Advertiser's sole and exclusive remedy and Publisher's sole and exclusive liability to Advertiser for such material error or omission shall be limited to repayment of any amounts so paid, as liquidated damages. Upon payment of same, the Agreement shall terminate and be of no further effect.

**ADVERTISER'S REPRESENTATION:** The Advertiser represents and warrants that the contents of all materials are true and accurate in every respect. The Advertiser authorizes the Publisher to publish the entire contents thereof. All advertisements which are accepted by the Publisher will be published by the Publisher in reliance upon the representation by Advertiser that the contents thereof are true and accurate in every respect and that the Advertiser is authorized to publish the entire contents and subject matter thereof. In further consideration of Publisher's acceptance of such advertisement for publication, the Advertiser shall indemnify and hold the Publisher harmless from and against any cost, damages, or expense, including without limitation any attorney's fees, arising out of or in any way connected with such advertisement or representation.

**SALES OF MINIMUM ADVERTISING SPACE:** Notwithstanding anything else in this contract, the obligation of Publisher hereunder are contingent on its ability to sell sufficient advertising space in the Magazine, as determined by Publisher in its sole discretion. If, in the opinion of Publisher, a sufficient amount of advertising space has not been sold prior to four weeks before the Magazine's Distribution Date, the Publisher may cancel this agreement and all amounts previously paid by Advertiser to Publisher, shall be refunded. In such event, this agreement shall terminate, and Advertiser shall have no further rights hereunder.

**SPECIFICATIONS:** Advertiser has reviewed Publisher's Rate Card with specification requirements and agrees to honor all terms laid out therein. The terms and provisions of the Publisher's rate card are incorporated herein.

**FREQUENCY DISCOUNTS:** Frequency discounts are based upon a contractual agreement that reserves space for four or more consecutive issues. An Advertiser who does not complete the committed schedule will be liable to the Publisher for the difference between the discounted rates and the one time rate. Frequency contracts may be canceled by the Advertiser after the first insertion, provided written notice is received by the Publisher 30 days prior to the deadline for space reservation.

**ADVERTISING AGENCIES:** Contracts for advertising space are accepted for the clients of advertising agencies, binding directly the client of said agency. Rates are gross and agencies are recognized as 15% commissionable. In the event of default and/or bankruptcy of the Agency of record, the advertising client is directly responsible.

**PRODUCTION CHARGES:** All rates in the Rate Card are for space only and do not include artwork, photography, typesetting, design, color separations, or color proofs. If the Publisher produces an advertisement for the Advertiser, and that contract is canceled for any reason, Advertiser is liable to Publisher for the cost of producing said ad. Any and all production charges will be billed with the first 50 per cent deposit for the

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space and are due within 10 days of billing date.

**DEFAULT:** If the Advertiser fails to provide the Publisher with advertising material by the production deadline stated in the rate card, Advertiser forfeits the space and remains liable for the cost of the space. In the event Advertiser fails to pay any invoice pursuant to this contract within 90 days from the date of said invoice, the Publisher may consider the reasonable attorney fees and 18 per cent interest per annum from the date of default.

**ENTIRE AGREEMENT:** The parties hereto acknowledge that this agreement supersedes any earlier agreements and/or any oral representations, and constitutes the entire understanding between them. There are not other terms or conditions relating to the purchase of advertising which are not set forth herein.

**LIABILITY:** The Publisher will use all reasonable precautions for the protection of material supplied by the client, but will not be liable for loss or damage. Material shipped via commercial carrier will be insured only upon request of the Advertiser.

**PARTIAL INVALIDITY:** In the event that any part or portion of the advertising contract is deemed to be invalid and unenforceable, the remaining partial provisions of the advertising contract shall continue in full force and effect.

**ASSIGNMENT:** Advertiser shall not assign or otherwise transfer all or any part of this contract without the prior written consent of the Publisher.

**GOVERNING LAW:** The advertising contract shall be governed by and construed with the laws of the state of Georgia.

ALL CONDITIONS AND TERMS ON THESE PAGES ARE A PART OF THIS CONTRACT IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed, as of the date first written above.

\_\_\_\_\_  
Advertising Representative

\_\_\_\_\_  
Advertiser/Guarantor

\_\_\_\_\_  
Print

\_\_\_\_\_  
Print