

Wedding & Party AD CONTRACT

CENTRAL COAST Edn: Pg# _____ Space _____

EXACT BUSINESS NAME _____ Contract Date: / ____ / ____ / ____ /

Authorized Individual's FULL Name: _____

EMAIL _____ **WEBSITE URL:** _____

AD SPACE PRICE (Black & White): \$ _____ **PHONE:** _____

- **FULL Payment Discount** (if Applicable): _____ \$< _____ >

+ **COLOR PAGE ADDITION** _____ \$ _____

+/- **OTHER** _____ \$ _____

= **PRICE OF THIS AD: (Subtotal)**.....\$ _____

- **Payment With Contract** :\$< _____ >

BALANCE DUE BEFORE PUBLICATION:.....\$ _____

ARTWORK DEADLINE: **PAYMENT-Due Before:**

SOME CHARGES MAY BE ADDED AND BILLED AFTER THIS CONTRACT IS SIGNED
...such as ad graphics charges (\$40 for a small ad to \$100 for a full-page B&W ad; double rates if ad is in color), stripping charges (\$25 per strip-in, to add a logo, change a phone number on an existing ad, add a website e-mail, replace a photo in ad) etc. Subject to all contractual terms below.

MARK ad position on page by drawing a large "X"; if space is unavailable, ad will be moved to best available position.

NOTE REGARDING AD

Ad Specs Online:
WWW.SLORATES.COM

Payment made by: Check # _____ (OR) Credit Card Number: _____

Cardholder Signature Required: **SIGNATURE REQUIRED** Visa or MasterCard (card numbers beginning with 4 or 5 only.)

We can re-charge your credit card when the balance is due. Card will not be charged until date written in "PAYMENT DEADLINE" box. Sign & date here to pre-authorize this: Signature: _____ Expiration Date: ____/____/____ Amount \$ _____

Date: _____ **SIGNATURE REQUIRED** **REQUIRED**

ART REQUIREMENTS:
Complete Art Requirements can be found on our Website: (www.nichebooks.com/slospecs.html). Please read and follow them. Call us with questions: 719-265-1825. IF YOU DON'T UNDERSTAND THE REQUIREMENTS, PLEASE HIRE A GRAPHIC ARTIST, see "Artists, Commercial" or "Graphic Design" in your Yellow Pages.

Your Ad Space WIDTH Is: _____ Inches. The HEIGHT is _____ Inches. Halftones/tints @ 300 dpi. Line art @ 600 dpi. Page Trim: 8.5" x 11.0". See RATE SHEET for full Ad Specs. Go to www.nichebooks.com/slospecs.html to see complete specs on internet. Full Page Ads may bleed all sides.

ADVERTISER HAS RECEIVED:	NOTES:
<input type="checkbox"/> Yellow Contract	_____
<input type="checkbox"/> Rates / Specs Sheet	_____
<input type="checkbox"/> Reception Site Form (if applicable)	_____
<input type="checkbox"/> Payment Due Date	_____
<input type="checkbox"/> Layout Guide	_____

PLEASE CHECK APPROPRIATE BLANKS:

New Advertiser? ____ Return Advertiser? ____ What Edition? (year) _____

Will Adv Provide: NEW Art? ____ Or Should We Use The PREVIOUS Art? _____

Will We Do Your Art? _____ Simple Scan of Business Card No Charge. All Other Graphics: See Rate Sheet. WE DO GRAPHICS; NOT "CREATIVE DESIGN". PLEASE SKETCH WHAT YOU WANT. (Too difficult to work long distance.) NO CHANGES AFTER ART DUE DATE.

TERMS & CONDITIONS: THIS IS A LEGALLY BINDING CONTRACT. Advertiser named above has purchased this ad space subject to all terms outlined herein. The ad space purchased will be in the approximate position requested or the best available position; exact ad or page placement is not guaranteed. Publisher may refuse any ad for any reason. Publisher's maximum liability for errors or omissions in any ad is limited to the amount of monies previously paid by this Advertiser, even if such error or omission is due to Publisher's negligence. **DEADLINES:** It is the advertiser's sole responsibility to present ads and payment at Publisher's address on or before deadlines (written above); Publisher bears no legal or financial liability or responsibility for ad placement if any deadline missed by advertiser. **ARTWORK:** Failure to provide artwork constitutes a renege on this contract by advertiser. If "new artwork" is checked on this contract, but it does not arrive by deadline, the most recent other art from same advertiser will be used, without notification or "proof copy" to advertiser. If no artwork is received at Publisher's address on or before the due date written above, Publisher may, at its discretion, eliminate the ad, use a previous ad, or create a new ad. A graphics charge of up to \$100 may be billed to the advertiser for ads thus created. **COLOR ADS: ADDITIONAL CHARGE** for color is based on additional production charges for color pages, not on coloration of the ad. **PAYMENT TERMS:** FULL PAYMENT is required prior to publication. **DISCOUNT** available ONLY FOR FULL PAYMENT WITH THIS **SIGNED CONTRACT** (or guarantee of payment via postdated check or valid credit card number & exp. date). Without guarantee, no discount is allowed. If payment is NOT RECEIVED ON OR BEFORE DEADLINE: Publisher may at its discretion remove the ad from magazine; Prepayments on hand will be retained at Publisher's discretion as liquidated damages for loss of revenue. If Advertiser has a balance owing from a previous edition or ad contract, full settlement of that debt is required and will be taken from any payments previously received; payment of any remaining balance for this contact's space usage is then due under the terms of this contract. If advertiser reneges on timely payment, publisher has the option of resorting to legal means to collect payment; advertiser understands that publisher may also sue for all costs of collection, including reasonable attorneys' fees, court costs, and travel costs if court appearance is required. **PROMISE TO PAY:** In addition to the herein described payment terms, this debt is also guaranteed as a personal debt by the advertiser/purchaser; the failure of the business does not release the business or its owner from this debt. **CANCELLATION/RENEGE:** This contract may only be cancelled by notice of cancellation in writing. If advertiser reneges on the contract by non-timely payment, by refusal to pay, or not providing artwork or art instructions prior to the artwork due date, the contract may be deemed cancelled on the missed due date: In such case, monies received become property of the Publisher, and advertiser's ad may not be published. **EFFECTIVENESS OF AD:** Advertiser is solely responsible for the ad's efficacy. Publisher's duty is to publish and distribute magazines; such publication and distribution completely fulfills publisher's duty under this contract. **COPYRIGHT IN MATERIALS SUBMITTED:** Advertiser warrants by submission of all materials that he/she/they/it is/are the legal owner(s) of Copyright in all photographs, artwork and textual material submitted for publication, whether said materials are submitted for use in paid ad space or editorial sections of the magazine. Advertiser absolutely indemnifies and will save harmless from any litigation Wedding & Party Magazine, Niche Publishing Company LLC, and all parties connected with ad sales and production of the publication, should copyright infringement or invasion of privacy be charged against the magazine for publishing materials submitted by advertiser and subsequently published with a good faith belief in the advertiser's ownership and right to publish same. **DISTRIBUTION** of the magazine is through selected advertisers and other appropriate outlets. Non-Advertising Businesses may not distribute magazines. All copies will be distributed FREE. Sale of magazines is expressly prohibited. **NO OTHER AGREEMENTS:** This contract contains the complete and only agreement between the Advertiser and the Publisher. **AUTHORIZED SIGNATURE:** As Advertiser's Authorized Agent, my signature below warrants that Advertiser accepts and agrees to honor all Terms & Conditions of this Contract, which I have read and which I completely understand.

SIGN & DATE

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ADVERTISER OR AUTHORIZED AGENT SIGNATURE/DATE

PUBLISHER'S REPRESENTATIVE SIGNATURE/DATE

Payments & Packages: WEDDING & PARTY MAGAZINE, Bill Cory, 12160 Mount Baldy Dr., Colorado Springs, CO 80921-3655. Contact us with questions: 719-265-1825 • EMAIL... billcory@mac.com