

# Online Ad Space Agreement Terms and Conditions

## Contract Regulations

The rate card is an integral part of all Trend Magazines, Inc. advertising contracts. Trend Magazines, Inc. will not be bound by any conditions, printed or otherwise, appearing on insertion orders or copy instructions when such conditions conflict with the policies here. All ad materials designed and produced by Trend Magazines, Inc. are exclusively for use in its publications and production charges cover only that use. Any further use of these ads, designs, logos, or materials in other publications or media must be negotiated with the Publisher. The positioning of ads is at the discretion of the publisher except where specific positions incurring a premium are agreed by contract. Publisher will use reasonable precaution to protect all printing materials, but will not be liable for loss or damage. Such material may be destroyed unless requested in writing within one year of issue date. Two tearsheets will be mailed with invoice unless otherwise requested in writing.

## Copy Authorization

All ads are accepted and published on the representation of the agency and the advertiser that both are authorized to publish the entire contents of the ad. In consideration of an advertisement, the advertiser and the agency, jointly and severally, will indemnify and hold harmless the Publisher, its officers, agents and employees against expenses (including legal fees) and losses resulting from the publication of the contents of the advertisement, including, without limitation, claims or suits for libel, defamation, violation of the right of privacy, copyright infringement or plagiarism.

## Copy Acceptance

All ads and inserts are subject to Publisher's approval. Publisher reserves the right to reject any ad. Ads that resemble editorial will be marked "Advertisement" by the Publisher. Any reference to Trend Magazines, Inc. in ads, promotional material or merchandising by the advertiser or agency is subject to approval by the Publisher.

## Change in Rates

Publisher reserves the right to change rates on a 90-day notice. For new advertisers, rates are effective with the published date on the most recent rate card.

## Oral Commitments

All oral orders are considered binding unless canceled in writing prior to space closing date.

## Agency Commission

15% of gross billing on space, color and position only, to recognized advertising agencies who guarantee payment and who provide digital file delivered to Publisher's office. The 15% advertising agency commission is not available to clients directly as a "camera ready" discount. Production charges are not commissionable. In consideration of publication of an advertisement in the event of nonpayment Publisher reserves the right to hold the advertiser and/or its agency jointly and severally liable for such monies as due and payable to the Publisher.

## Collection Costs/Attorney Fees

The Publisher reserves the right to hold the advertiser and/or its advertising jointly and severally liable for such monies as are due and payable (including all costs, attorney fees, and expenses included in collection thereof). If an advertiser's account is delinquent and placed with an attorney collection agency, the advertiser agrees to pay a fee equal to 40% of the unpaid account as attorney fees plus cost of suit if instituted. Venue for any legal action arising in connection with this agreement shall be in circuit court for Pinellas County.

**ANY PROVISIONS OF THIS CONTRACT PROHIBITED BY LAW OR HELD INVALID IN ANY STATE SHALL, AS TO SUCH PROVISIONS, BE INEFFECTIVE TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY WITHOUT INVALIDATING THE REMAINING PROVISIONS HEREOF.**