

Ad Space Agreement Terms and Conditions

Contract Year

Frequency discounts are based on an advance space contract; insertions must be completed during twelve consecutive months to earn frequency discount rates. (No contract orders are accepted for more than twelve months.) Size and date of insertions must be specified on original contract, otherwise each insertion will be billed at the earned rate until a frequency discount rate is earned. Regional insertions count toward frequency discounts, as do mixed-size ads.

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. Electronic (.pdf) copies of tearsheets will be sent with invoices via email, or one hard copy will be sent with postal service invoicing.

Short Rates

Ads ordered at frequency discount rate and not earned within twelve months of the first insertion will be short-rated to the earned rate. The short rate is due immediately upon receipt of invoice. The advertiser agrees that upon default of the timely payment of any installment of this contract, the Publisher, without notice or demand, may cancel the remainder of this contract and bill the advertiser the difference between the rate shown on this contract and the actual rate earned as per the prevailing rates at the time of default.

Copy Responsibility

Submission of copy is the responsibility of the advertiser. Material from most recent insertion will be used if new material is not received by published art deadline. If no previous insertion material is available, client is liable for cost of contracted space not used. Publisher reserves the right to alter any printing materials received at variance with mechanical requirements. Advertiser will be invoiced for such non-commissionable alterations. Publisher cannot guarantee color fidelity, changes or corrections on material received after the published art materials due date, even if art extension is granted.

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 rights 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 advertiser or agency is subject to approval by Publisher.

Changes 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 cancelled in writing prior to space closing date.

Changes/Cancellations

Changes and cancellations must be received in writing prior to space closing date, and are not accepted after. Cover contracts require an additional 60 days written notice prior to published 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.

Terms and Payments

All advertising is invoiced on the day of publication. Payment is due upon receipt of invoice. Invoices unpaid after 30 days are past due. Agency commissions on accounts unpaid after 60 days are subject to forfeiture. Accounts not paid within these terms are subject to a late payment finance charge of 1½% per month (or portion of a month) or the maximum that may be lawfully charged under applicable law, whichever is less. All contracts may be cancelled by the Publisher if the advertiser does not meet the terms of payment. If cancelled, the advertiser will be short-rated. Advertorials and preprinted inserts may require a non-refundable deposit.

Collection Costs/Attorney Fees

The Publisher reserves the right to hold the advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable (including all costs, attorney fees, and expenses incurred in collection thereof). If an advertiser's account is delinquent and placed with an attorney or 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.