

# general conditions

- a. The advertiser and agency, each represents that it is fully authorized to publish the contents and subject matter contained in its advertisement, including names and/or pictures of living persons, copyrighted material, and any testimonials contained in any advertisement. In consideration of the publisher's acceptance of such advertisements for publication, the agency and the advertiser will indemnify and save harmless the publisher against all liability, loss, damage and expense of any nature, including attorneys' fees, arising out of the copying, printing or publishing of its advertisement resulting from any claims or suits for, including, without limitation, libel, violations or rights of privacy and of publicity, intentional infliction of emotional distress, plagiarism, unfair competition, and copyright and/or trademark infringement.
- b. Conditions, except rates, are subject to change by publisher without notice.
- c. All contents of advertisements are subject to publisher's approval. The publisher has the right to cancel or reject any advertisement, insertion order or space reservation at any time if for any reason the publisher deems the advertisement to be unacceptable.
- d. Positioning of advertisements is at the discretion of the publisher except where an arrangement for specific position is contracted for.
- e. Publisher shall not be liable for errors in key numbers, advertisers' index or reader service numbers.
- f. Cancellations or changes in orders may not be made by the advertiser or its agency after the closing date.
- g. All insertion orders are accepted subject to the terms and conditions of the current rate card. Publisher reserves the right to change rates upon notice. Advertisers under contract will be protected at present rates for 90 days from date of notice.
- h. Publisher assumes no liability for failure to print any advertisement. If an error appears in the published advertisement, the only remedy will be a make-good advertisement. The publisher is not liable under any circumstances for damages (including consequential damages) as a result of the failure to print any advertisement, or of the appearance of any errors in any advertisement published.
- i. No conditions other than those set forth in the rate card shall be binding unless specifically agreed to in writing by the publisher. Publisher will not be bound by conditions printed or appearing on order blanks or copy instructions submitted by or on behalf of the advertiser when such condition conflicts with any provisions contained within the current rate card.
- j. Publisher is not liable for delays in delivery and/or non-delivery in the event of fire, flood, accidents, acts of God, action by any government or quasi-government entity, insurrection, riot, explosion, strikes whether legal or illegal, labor or material shortage, embargo, transportation interruption of any kind, work slow-down, or any condition beyond the control of the publisher affecting production or delivery in any manner.
- k. The publisher has the right to add the word "advertisement" to any ad which creates the illusion that it is editorial matter.
- l. Failure to make insertion orders correspond in price or otherwise to the current rate schedule will be regarded as a clerical error and changes will be made by the publication and charged for, upon the terms of the schedule in force without further notice.
- m. It is the responsibility of the advertiser and its agency to be sure that all advertising complies with the U.S. postal regulations and other applicable Federal and State laws and regulations.

## merchandising services

**MAILING LISTS:** Can be selected from each magazine's circulation by job title or type of organization, state and zip code. Contact Publisher Harvey Grotzky for rates.

**REPRINTS:** Our complete printing facilities are available. Ask for a quote on your reprint requirements.

## additional policies

**DISCOUNTS, TERMS & COMMISSIONS:** Advertising must be inserted within one year of the first insertion to earn frequency discounts. Rates are based on total number of insertions or issues used. Multiple units of space in one issue may be used to earn frequency discounts: 2-page spreads are counted as two units for purposes of determining frequency. Unfilled contracts incur a short rate to the next higher earned rate. Rate holder — minimum rate holder is one-third page.

- a. Commission to recognized agencies — 15% if invoice is paid within 30 days from date of invoice. Past due accounts charged interest.
- b. In the event the advertiser or agency shall fail to remit payment in full within 30 days from date of invoice, the publisher shall be entitled to recover its reasonable attorneys' fees and all court costs incurred in the event litigation shall be necessary to collect the same.
- c. Placement of an order by an agency will signify the agreement by the agency to pay for all charges incurred, even if we are

requested to bill advertiser, or another, directly. Any statements or claims to the contrary in any order or correspondence are and will be specifically rejected. In the event payment is not remitted in full within 30 days of the invoice date: 1) interest on all unpaid balances will accrue at the rate of 2% per month, or where said rate is in excess of the maximum legal rate of interest, at the maximum legal rate; and 2) the publisher shall be entitled to recover its reasonable attorneys' fees and court costs, if any incurred in the collection of any unpaid balances, whether suit be brought or not.

**CLOSING DATES:** No cancellations accepted after published closing date.

**INSERTS/SPECIAL UNITS:** Not subject to cancellation. Contact publisher for rates.