

Business Name: \_\_\_\_\_
Contact Person: \_\_\_\_\_ Mobile: \_\_\_\_\_
Mailing Address: \_\_\_\_\_
City, State, Zip: \_\_\_\_\_
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

For Internal Use Only
Client Account # \_\_\_\_\_
Input Date: \_\_\_\_\_
Category: \_\_\_\_\_

insertion order

Table with 5 columns: Digital Issue, Year, Ad Type, # of Editions, Placement, Rate. Rows for months Jan through Dec.

production fees

(Full amount required at order)

- Inputs for \$125 Ad Production (per contract) and \$300 Photo shoot (per 2 hours)

payment options

- Inputs for Credit Card, Check, and Invoice

total deposit \$ \_\_\_\_\_

edition(s): \_\_\_\_\_

special instructions: \_\_\_\_\_

Credit Card Authorization Payment (Please select the appropriate option. Please retain a copy of this completed form for your records and receipt.)

- Inputs for AutoPay, Deposit, and Pay Contract in Full

AutoPay is an automated monthly bill paying program. On the first day of every contract month, your credit card of record will automatically be charged in accordance to the ad insertion schedule.

Inputs for Visa, Master Card, American Express, Credit Card Number, Exp. Date, and CID Code

Card Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Important: By checking the AutoPay option, the undersigned (Purchaser) authorizes Chansen Media Group, Inc. to automatically charge Purchaser's credit card of record for the scheduled amount due in accordance to this Advertising Contract.

Important: The contract must be completed and signed before service begins. I hereby warrant that I have read the Contract, received a duplicate copy and that I have full power and authority to sign for the above named company.

Purchaser's Signature \_\_\_\_\_ Title \_\_\_\_\_ Contract Date \_\_\_\_\_ Living Magazine's Representative \_\_\_\_\_

## Terms

Advertiser acknowledges that Publisher reserves the right to control the look, layout and design of all digital Ad Products

**(FRONT COVERS AND PREMIUMS ONCE RESERVED CANNOT BE CANCELLED DURING THE TERMS OF THIS CONTRACT.)**

**Purchaser Agrees:** to pay all insertion fees when due, starting with the cost of the first ad product and/or cover position to which a 50% non-refundable deposit is required and is payable upon execution of this agreement by check or credit card. The outstanding balance of each insertion is payable upon space closing date (See material deadlines). Any account not paid in full within 30 days from space closing date will be subject to a late charge of 1.5% per month until outstanding balance is paid.

**Payment:** This contract has been signed by an individual authorized to legally bind and obligate the above named company and signee to pay for all ad products on this contract in accordance with the terms and conditions printed here on this contract, Advertiser, Purchaser and Agent (if any) each agree to be jointly and severally responsible for full payment thereof. This contract is with the named firm (Purchaser) and change of ownership, management or agency will not dissolve contract obligations. Failure to acknowledge signoff or return proof will not alter contract payment terms or obligations. A \$35.00 service charge will be applied to all returned checks.

## Conditions

All contracts are subject to acceptance by Chansen Media Group, INC ("Publisher"). Chansen Media Group, INC ("Publisher") requires that all Terms and Conditions contained in this contract legally bound the Advertiser, Purchaser and Agent (if any) to all contract Terms and Conditions.

- VOLUME DISCOUNT/BREACH** The undersigned Purchaser understands all rates are stated on a cost per issue, per edition basis. Chansen Media Group, INC offers a volume discount according to the frequency, ad size and number of editions the advertisement is scheduled to run in accordance with this contract. **PURCHASER WILL BE BACK CHARGED CANCELLATION RATES PER ISSUE, PER EDITION IF CONTRACT IS NOT COMPLETELY FULFILLED OR CANCELLED DUE TO NONPAYMENT OF AD BILLING. A FORMAL WRITTEN NOTICE OF CANCELLATION IS REQUIRED NO LATER THAN 30 DAYS PRIOR TO THE NEXT SPACE CLOSING DATE. NO VERBAL CANCELLATIONS WILL BE ACCEPTED.**
- PLACEMENT** Chansen Media Group, INC reserves the right to display advertising in any order. Format and/or position of advertisement is at the discretion of the Publisher. **THE POSITION OF ADVERTISEMENT IS NOT GUARANTEED NOR WILL A DISPUTE OF PLACEMENT DISSOLVE CONTRACT OBLIGATIONS.**
- MATERIAL DEADLINES** **ALL SPACE CLOSING DATES ARE THE FIRST FRIDAY OF THE ISSUE MONTH.** Purchaser shall provide all advertisement materials (artwork, photos, text, logos, clipart, background copy, etc.) to permit Chansen Media Group, INC the authority to publish all materials. Advertisement shall be returned to advertiser in a final ad proof form via e-mail, for approval. **IF BY SPACE CLOSING DATE, PUBLISHER HAS NOT RECEIVED COPY OR APPROVAL THAT HE DEEMS ACCEPTABLE, HE MAY EITHER REPEAT THE ADVERTISER'S MOST RECENT AD, OR PLACE NOTHING. CHARGES WILL BE MADE FOR SPACE RESERVED BY THE ADVERTISER VIA ADVERTISING CONTRACT RATES. FAILURE TO ACKNOWLEDGE OR RETURN AD PROOF AND/OR ADVERTORIAL PROOF WILL NOT ALTER CONTRACT PAYMENT TERMS, PLACEMENT, OR PURCHASER'S OBLIGATIONS TO THIS CONTRACT. FINAL DIGITAL COLOR ADS MAY NOT ACCURATELY REFLECT THE ORIGINAL PROOF FORM.**
- PAYMENT** **PURCHASER AGREES TO MAKE FULL PAYMENT BY THE SPACE CLOSING DATE (SEE ABOVE) ON ALL AD INSERTIONS SCHEDULED UNDER THIS CONTRACT. ALL ADVERTISING MUST BE PAID BY THE FIRST FRIDAY OF THE ISSUE MONTH UNLESS CREDIT IS PREARRANGED AND CORPORATELY APPROVED.** Failure to make payment by the scheduled date, Publisher reserves the right to cancel at any time without notice to Advertiser, Purchaser and Agent (if any) the contract and back charge cancellation rates per issue, per edition for ads published. Advertiser, Purchaser and Agent (if any) each agree to be jointly and severally responsible for all payment thereof. In any action brought upon this contract, venue shall be proper in Rockwall, Texas and Advertiser, Purchaser and Agent expressly waive any objections to venue or personal jurisdiction there in. In the event that payment is not made by Purchaser, in accordance with terms and conditions in this contract, Purchaser agrees to pay all legal fees incurred by Publisher to obtain collection. Chansen Media Group, INC. reserves the right to cancel credit granted to Purchaser at any time, with or without cause.
- CANCELLATION** **NO CANCELLATION TO THE CONTRACT WILL BE ACCEPTED INSIDE A 30 DAY PERIOD OF THE NEXT SCHEDULED ISSUE'S SPACE CLOSING DATE.** This contract may be cancelled by Purchaser (excluding Covers and Premiums) by written notice to Chansen Media Group, INC sent certified mail return receipt requested or e-mail to Chansen Media Group, INC sent confirm receipt of message and received by Chansen Media Group, INC no later than 30 days prior to the next space closing date. Purchaser agrees to pay for any advertisement actually published and delivered by Chansen Media Group, INC. In addition, Purchaser agrees to pay any and all cancellation fees applicable, including the difference between contract rate and cancellation rate for all advertisements published. **NO VERBAL CANCELLATIONS WILL BE ACCEPTED.** (Cancellation rates per issue, per edition: Business Spotlight (\$1125), Profile (\$785), Full Page (\$625), 1/2 page (\$325).)
- COPY ACCEPTANCE** Any loss or expense claims or suits based upon the subject matter and/or advertisement content is at the expense of the Purchaser. Chansen Media Group, INC is held harmless and all indemnification policies apply. Chansen Media Group, INC reserves the right to place the word "advertisement" on any ad that could be mistaken as part of Living Magazine's editorial departments. Advertiser, Purchaser and Agent (if any) assume liability for all content of advertisement published and the responsibility for any and all claims arising therefore. In no event shall Publisher's liability to Purchaser for all claims of any kind for loss or damage arising out of or resulting from any error or omission exceed the total charges payable for the advertising. **PUBLISHER RESERVES THE RIGHT AT ANY TIME TO REJECT ADVERTISING MATERIAL, WHICH MAY BE DEEMED OBJECTIONABLE OR COMPROMISES AN AGREEMENT WITH AN EXISTING CLIENT.**
- COPYRIGHT AND TRADEMARKS** Purchaser assumes sole responsibility for the protection of its copyright in any writing, pictorial illustration, maps, etc. included in its advertisement. Purchaser warrants that he/she has the authority to use any trademark, trade name, service mark, name, portrait, picture, or illustration in the manner and in accordance with the ad material submitted. Purchaser agrees to defend, indemnify, and hold Chansen Media Group, INC harmless from and against any and all liability, claims, demands, suits, or causes of action, including attorney fees incurred by Chansen Media Group, INC in the defense thereof, arising out of the digital publication of any copyright and trademark infractions in accordance with this contract.
- MODIFICATION** This contract constitutes the sole understanding between the parties hereto as to the subject matter herein. No modification or change to this contract or any oral understanding will be binding unless in writing signed by both parties hereto. **PUBLISHER SHALL NOT BE BOUND BY ANY PROMISES OR AGREEMENTS NOT CONTAINED HEREIN AND ACCEPTED, NOR SHALL ANY SUCH RELIEVE ADVERTISER, PURCHASER OR AGENT (IF ANY) OF THEIR OBLIGATIONS HEREUNDER.** Any agreed upon advertising changes will be signed by both parties using a contract change form.
- ADDITIONAL CONDITIONS** Chansen Media Group, INC reserves the right to terminate this agreement in part or in its entirety at any time with or without cause. Publisher reserves the right to adjust coverage based on updated subscriber list. **DEPLOYMENT FOR EACH ISSUE MAY VARY BASED UPON OPTED-IN SUBSCRIBER CHANGES.** This contract is valid for Chansen Media Group, INC's Living Magazine's digital ad insertion order for one or more of its editions. **PURCHASER ACKNOWLEDGES THAT HE/SHE HAS READ THE CONTRACT AND AGREES TO BE LEGALLY BOUND BY ALL CONTRACT TERMS AND CONDITIONS CONTAINED HEREIN THIS CONTRACT.**



PURCHASER'S INITIALS