

# advertising contract

# Living Magazine

A Chansen Media Group Brand

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

<b>For Internal Use Only</b>
Client Account # _____
Input Date: _____
Category: _____

## insertion order

## postcard order

Issue	Year	Ad Type	# of Markets	Special Section	Estimated Distribution	Cost Per Piece	Amount
Jan.	_____	_____	_____	_____	_____	_____	\$ _____
Feb.	_____	_____	_____	_____	_____	_____	\$ _____
Mar.	_____	_____	_____	_____	_____	_____	\$ _____
Apr.	_____	_____	_____	_____	_____	_____	\$ _____
May	_____	_____	_____	_____	_____	_____	\$ _____
Jun.	_____	_____	_____	_____	_____	_____	\$ _____
Jul.	_____	_____	_____	_____	_____	_____	\$ _____
Aug.	_____	_____	_____	_____	_____	_____	\$ _____
Sept.	_____	_____	_____	_____	_____	_____	\$ _____
Oct.	_____	_____	_____	_____	_____	_____	\$ _____
Nov.	_____	_____	_____	_____	_____	_____	\$ _____
Dec.	_____	_____	_____	_____	_____	_____	\$ _____

**production fees:**  \$125 Ad Production (per contract)  \$300 Photo Shoot (per 2 hours)

**payment options:**  Credit Card  Invoice  Check

**editions:** \_\_\_\_\_ **total deposit \$** \_\_\_\_\_

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

**recognition products:**

Top Docs       Leading Women       Wall Plaque      Line 1 \_\_\_\_\_

Crystal Cube (No personalization)      Line 2 \_\_\_\_\_

Please type EXACTLY how you would like business/practice and/or your name to appear on the recognition products. **25 CHARACTERS PER LINE**

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

**AutoPay**       **Deposit**       **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.

Visa       Master Card       American Express

Credit Card Number: \_\_\_\_\_ Exp. Date (MM/YYYY): \_\_\_\_\_ 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 practice.

\_\_\_\_\_  
 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 printed Ad Products

**(FRONT COVERS, PREMIUMS, AND HIGH IMPACT SPACES 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. Also, a 50% non-refundable deposit is required of each and all reserved Pop-Ups, French Gates, Blow-ins, Bind-ins and Dal-Cards on this contract. 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 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 select market basis. Chansen Media Group, INC offers a volume discount according to the frequency, ad size and number of markets the advertisement is scheduled to run in accordance with this contract. **PURCHASER WILL BE BACK CHARGED CANCELLATION RATES PER ISSUE, PER MARKET 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 7TH OF THE MONTH PRIOR TO 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 PRINT 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 PRINTED 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 DURING THE PRODUCTION 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 market 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, Premiums, and High Impact spaces) 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 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 market: Business Spotlight \$3995, Profile \$2995, Double Truck \$3500, Full Page - \$2500, 1/2 page - \$1300, 1/4 page - \$800.)

### 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 printed 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.**

### CONTROLLED CIRCULATION

Chansen Media Group, INC provides advertisers a subscription style distribution service through select target marketing and/or targeted class of readers. Chansen Media Group, INC's Living Magazine's readership is identified as an "affluent female consumer living in an economically favorable community." **AS A CONTROLLED CIRCULATION MAGAZINE, THE DELIVERY OF THIS PUBLICATION IS GUARANTEED BY THE PUBLISHER AND DISTRIBUTED VIA THE UNITED STATES POSTAL SERVICE AS THIRD CLASS MAIL.** In addition, we guarantee address verification on either a quarterly, semi-annual, or annual basis. Chansen Media Group, INC will provide/make available, on some recurring basis, a list of the targeted class of readers to whom the publication is or will be delivered. Advertiser's issue cost includes the premium amount necessary to deliver via United States Postal Service to the controlled readership. The amount charged also includes total sales tax due for the cost associated with the premium charge for controlled circulation. As a requirement only, Chansen Media Group, INC can provide the method for determining the base amount for the advertising space and the premium amount for the guarantee of delivery to the targeted class of readers along with associated sales tax fees.

### 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 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 market conditions. **CIRCULATION FOR EACH MARKET MAY VARY BASED UPON POSTAL ROUTES, ROUTE CHANGES, ROUTE UPDATES, AND RESIDENTIAL DEMOGRAPHICS.** Purchaser understands that the magazine may not be delivered to targeted homes for up to ten days after Chansen Media Group, INC's Living Magazine's projected mail drop off date due to U.S. Postal Service's regulations and systems of delivery. This contract is valid for Chansen Media Group, INC's Living Magazine 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