

Terms & Conditions

The following are certain general terms and conditions governing advertising published in Twisted South Magazine.

Rates are based on average total circulation. Announcement of any change in rates and/or circulation rate base will be made in advance of the Magazine's advertising sales close date of the first issue to which such rates and/or circulation rate base will be applicable. The magazine Rate card specifies the publication schedule of the Magazine, and its respective on-sales dates. The Signer of this Agreement represents and warrants to have the Authority to execute this Agreement and shall indemnify the Publisher for any lack of such authority.

Advertising ordered at frequency contract rate and not earned within one year from the first insertion will be re billed at the applicable earned rate. Mixed sizes of ads are acceptable.

No oral conditions or copy instructions which conflict with the Publisher's policies as set forth herein will be binding.

Advertisers submitting ad materials must adhere to deadlines and mechanical specifications as presented in media kit, on web site and available by request. Publisher is not responsible for errors resulting from improperly prepared advertisements, advertisements submitted without a proof, including changes to ads submitted at advertiser's request. If ad is incorrect orientation or incorrect size unless specified or Advertiser is unable to fax in allotted time frame, Publisher will orient or position ad at its discretion and at no risk to Publisher. The Publisher is not responsible for errors or omissions in and advertising materials provided by the advertiser or its agency (including errors in key numbers) or for changes made after closing dates.

All advertisements, including without limitation those for which Publisher has provided creative services, are accepted and published in the Magazine upon the representation by the agency and advertiser that they are authorized to publish the entire contents and subject matter thereof in all applicable editions of the Magazine and that such publication will not violate any law or infringe upon any right of any party. In consideration of the publication of advertisements, the advertiser and agency will, jointly and severally, indemnify, defend and hold the Publisher harmless from and against any and all losses and expenses (including, without limitation, attorney's fees) (collectively, "Losses") arising out of the publication of such advertisements in all applicable editions of the Magazine, including, without limitation, those arising from claims or suits for defamation, copyright or trademark infringement, misappropriation, violation of the Lanham Act or rights of privacy or publicity, or from any and all claims now known or hereafter devised or created (collectively "Claims"). In the event the Publisher has agreed to provide contest or sweepstakes management services, e-mail design or distribution or other promotional services in connection with an advertising commitment by advertiser, all such services are performed upon the warranty of the agency and advertiser that they will, jointly and severally, indemnify and hold the Publisher harmless from and against any and all Losses arising out of the publication, use or distribution of any materials, products (including, without limitation, prizes) or services provided by or on behalf of the agency or advertiser, their agents and employees, including, without limitation, those arising from any Claims.

No conditions, printed or otherwise, appearing on contracts, orders or copy instructions which conflict with, vary, or add to these Terms and Conditions or the provisions of the Magazine's Rate Card will be binding on the Publisher and to the extent that the Terms and Conditions contained herein are inconsistent with any such conditions, these Terms and Conditions shall govern and supersede any such conditions. The Publisher has the right to insert the advertising anywhere in the Magazine at its discretion, and any condition on contracts, orders or copy instructions involving the placement of advertising within an issue of the Magazine (such as page location, competitive separation or placement facing editorial copy) will be treated as a positioning request only and cannot be guaranteed. The Publisher's inability or failure to comply with any such condition shall not relieve the agency or advertiser of the obligation to pay for the advertising.

Advertisers deadlines are enforced. Advertiser must notify Publisher in writing of ad changes prior to Space Close date if Publisher is to change advertisement or supply ad changes to mechanical specifications prior to Materials Due date. For advertiser-supplied ads, ads will run unchanged if replacement ads are not received by Materials Due date. For Publisher created ads, one proof will be sent. Changes must be submitted in writing to Publisher by assigned Corrections Due date. Ad production and changes may be subject to a \$35/hr. design fee. Proofs are considered approved if not responded to by the Corrections Due date indicated on the proof. Tracking deadline dates is the Advertiser's responsibility.

Publisher reserves the right to refuse advertising or artwork incompatible with the Character of the publication, Publisher reserves the right to print the word "Advertisement" at the top of any advertisement that might be confused with editorial content.

Agency commission (or equivalent); up to 15% (where applicable to recognized agents) of gross advertising charges after earned advertiser discounts.

Acceptance of Corporate Purchase Orders or Agency Insertion Orders is at the discretion of the Publisher. Unless Publisher has approved credit, advertisements must be paid in full upon Materials Due date. If credit has been approved, payment is due upon receipt of bill on publication. Accounts delinquent 30 days are subject to cancellation and will be billed at the earned rate. A finance charge of 1.5% per month will be added to unpaid balances 30 days or more overdue. Advertising accounts with balances outstanding 90 days will be pulled from all issues of the magazine until advertiser brings account within 30 days.

Advertising artwork and/or media containing advertising artwork will be discarded after one year if Advertiser has not requested in writing that media be returned.

Ads created by Publisher are the property of Publisher and may not be reproduced by Advertiser unless purchased or written agreement is granted.

The Publisher reserves the right to change the payment terms to cash with order at any time. The advertiser and agency are jointly and severally liable for payment of all invoices for advertising published in the Magazine.

Advertiser agrees to indemnify and hold harmless the Publisher from any claims arising out of publication of copy submitted by the Advertiser (including but not limited to claims for libel, plagiarism, violation of rights of privacy, copyright and trademark infringement). Advertiser and (if applicable) ad agency agree to accept all liability for the content of their ads. If Publisher commits an error in the printing of Advertiser's ad. Publisher will not under any circumstances be liable for more than the cost of the space occupied by the error. If error is one of omission, ad will publish in the next issue.

Unless specified and guaranteed in this Insertion Order, ad placement is at the discretion of the Publisher.

Publication dates are estimates. Publisher is not liable for time-sensitive advertising that misses its target date. Publisher may modify distribution as deemed appropriate in its sole discretion.

Venue for judicial proceedings to enforce any provision of this contract including actions for nonpayment will be settled in the county of the Publisher's location, indicated on the bottom of this page. In the event Advertiser and/or Agency default or are otherwise late in payment, Advertiser and Agency shall be liable for all collection expenses incurred by Publisher including but not limited to reasonable attorney's fees and court.

sales@twistedsouth.com

OFFICE USE ONLY

___ Agency Commissionable (not reflected in above rate)

___ Tear Sheet (Agencies only) ___

Account Manager _____

Split with _____

This is your authorization to insert our advertising as follows:

Advertiser Name: _____

Corporate Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Agency Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Ad Size: 2 Page Spread _____ Full Page _____ Half Page _____ Other _____

Half Page Horizontal _____ Quarter Page _____ Sixth Page _____

Frequency: ___ Spring ___ Summer ___ Winter ___ Fall

\$ _____ Gross per quarter for _____ issues.

Original Rate \$ _____ Actual Rate \$ _____ Copy Due: _____

Guaranteed Position: _____

Changes and cancellations must be in writing and will be effective with first available issue based on Ad Copy Deadline date indicated. NOTE: Ad Copy deadline is approximately 1 month prior to issue date.

Special Instructions: _____

THIS AGREEMENT becomes binding on both parties when accepted at the Business Office of the Publisher and cannot be changed by any verbal instructions, agreement or condition. This agreement is subject to all terms and conditions listed on this contract advertiser has read, understands and agrees to terms and conditions stated herein their entirety.

Authorized signature of cardholder

Date

Print Name

Title