

Provisions of CONTRACT

Pricing. Advertising rates are subject to change. Publisher does not rate protect. Any production costs will be billed separately.

Advertisers and/or agencies providing digital-ready materials will receive a 15% discount on the gross space rate. Discounts do not apply to production or late charges.

Frequency rates are earned by placing 4 or more insertions within a 12 month period. Advertising ordered at a frequency rate that is not earned within 12 months of the first insertion will be billed at the rate for the number of insertions actually placed. If frequency is increased during the contract year, the additional advertisements will be billed at the new agreed-upon frequency rates. No credits or cash rebates will be made.

Payment Terms. All first-time advertisers and/or agencies must pay for advertising space on or before the Friday following the Space-Closing Date posted on publisher's website. All other invoices are due and payable within 30 days from invoice date. Payment should be sent to Milwaukee Magazine, 75 Remittance Dr., Suite 6400, Chicago, IL 60675-6400. Visa and MasterCard are also accepted.

Interest will accrue at the rate of 1.5% per month on all past due amounts. The 15% digital-ready discount will be forfeited on accounts outstanding more than 90 days. Advertiser and/or agency will be liable for reasonable attorneys' fees, costs of collection and court costs incurred in an effort to collect a past-due amount. Publisher reserves the right to cease publication of advertisements upon default of any provision of this contract.

Cancellation Policy. The contract may be cancelled by advertiser and/or agency, provided notice of cancellation is given to publisher at the address listed above or at (414) 273-1101 NO LATER THAN THE SPACE-CLOSING DATE posted on publisher's website.

Advertising Material. Advertising materials received after the "Ads Due" deadline posted on publisher's website will be subject to a late fee of \$25 per day. If no acceptable advertising materials are received within the time required by publisher in order to print the magazine, then publisher may, in its sole discretion, repeat the last advertisement run, but in either case, advertiser and/or agency will be responsible for advertising space costs.

Advertisements that resemble editorial may be marked "Advertisement" by publisher. Publisher reserves the right to refuse any advertising.

Position preferences may be indicated, however, final placement is at publisher's discretion.

Advertiser and/or agency agree to defend, indemnify and hold harmless publisher against any and all liability, loss, damage and expense of any nature, including attorneys' fees, arising out of any claim or suit arising out of or relating to the publishing of such advertisement.

Publisher may, if requested by advertiser, send advertiser files to third parties via e-mail, ftp site or disk. Under no circumstances will publisher be responsible for the quality of files sent, including content, size, shape and color.

Disputes. Account and/or advertisement disputes must be made in writing within thirty (30) days from the day the advertisement appeared in published form.

Limitation of Liability. Publisher has no responsibility for "show through" on advertisements. In the event of any errors in or omissions of any advertisement, publisher's liability will not exceed publisher's invoice price for running such advertisement, however, if a copy of the advertisement was provided for review by advertiser, publisher will have no liability. Under no circumstances will publisher be responsible for indirect, incidental, consequential, special, punitive or exemplary damages.

Miscellaneous. If an order is placed by an agency on behalf of an advertiser, such agency represents and warrants that it has the right and authority to place such order and that all legal obligations arising out of the placement of the advertisement will be binding on both advertiser and agency. The foregoing terms will govern the relationship between publisher and advertiser and/or agency. Publisher has not made any representations to advertiser and/or agency that are not contained herein. Unless expressly agreed to in writing, no other terms or conditions in contracts, orders, copy, instruction or otherwise will be binding on publisher. This agreement will be governed by the laws of the state of Wisconsin.

APPROVED BY: _____

DATE: _____

Milwaukee | **milwaukee**
MAGAZINE | magazine.com

phone: (414) 273-1101 | fax: (414) 287-4373

