



## ADVERTISING TERMS & CONDITIONS

1. All terms, rates, and conditions included herein are hereby made a part of the Advertising Agreement between Venice Magazine (the "Magazine") and the advertiser and/or the advertiser's representative agency (collectively, the "Advertiser"). By signing the Advertising Agreement, the Advertiser agrees to be bound by all of the terms set forth in this document. The Magazine will not be bound by any agreement, promise or understanding not contained in writing in these terms and conditions.

2. Payment Terms: The Advertiser agrees to pay for all advertising covered by this contract at the rate stipulated upon signing of the contract. All advertisements are published for the benefit of the Advertiser; the advertiser and/or its representative agencies are jointly and severally liable for all charges incurred under this agreement.

a. Ad Space: Payments for advertising space reserved under this contract shall be paid under the following terms:

- i. Initial month of contract: For the first month's advertising under the contract, payment in full for that month is due immediately upon execution of this agreement.
- ii. Subsequent months: The Magazine will bill the Advertiser for the upcoming month's advertising no less than twenty (20) days before the closing date for the upcoming issue. Payment for that month's advertising must be made on or before the closing date or Advertiser forfeits the right to have its ad run in the upcoming month's issue.

b. Ad Design: Payments for all graphic and advertising design performed by the Magazine's designers at the request of or on behalf of the Advertiser are due upon final approval of the ad design by the Advertiser. Failure to pay for the ad within thirty (30) days of final approval shall result in Advertiser's forfeit of all monies paid to the Magazine related to advertising, as well as forfeit of any ownership or use rights related to the ad.

3. The Magazine reserves the right to amend the terms, conditions, and rates specified in this agreement upon twenty (20) days notice in writing and if said revision is not acceptable to the Advertiser; Advertiser shall have the right to terminate this agreement in writing before the effective date of new terms without penalty. In the event of such cancellation by advertiser, advertiser will still be bound to pay for all advertising that has already run, and will be refunded for all prepaid advertisements that do not run due to the cancellation.

4. All advertising materials will be furnished by the advertiser/ agency and will be provided in high resolution digital format. Current file formats accepted: Illustrator EPS (with all text converted to outlines), PDF, and Tiff. Only Macintosh platform supported. Images for four-color ads must be submitted as hi-res (300dpi), CMYK files provided on CD or sent via email. Advertiser is responsible for accuracy of copy.

5. All advertising is subject to the approval of the Magazine. The Magazine may edit, classify, or reject any advertising for any reason. Publication of an advertisement does not constitute a future waiver of this provision.

6. All contracts and advertisement copy must be received by the deadlines listed. Failure to submit contracts, payments, and/or ad copy by the deadline may result in immediate termination of this contract.

7. Cancellation: The procedures for canceling an ad are as follows: An ad cancelled in writing less than 20 days from the issue close-out date will result in no refund. An ad cancelled in writing more than 20 days from the issue close-out date will result in a 75% refund. Cancellations MUST be in writing to be valid.

8. Advertiser warrants, covenants, and agrees that it is not prohibited from entering into this contract and that all advertisements submitted pursuant to this contract comply with all federal and state laws, regulations, decrees, ordinances, orders and restrictions relating to unfair and deceptive trade practices, consumer protection, promotion and advertising.

9. Advertiser/agency agrees to indemnify and hold the Magazine and its directors, officers, parents, subsidiaries, representatives and assigns harmless from and against all claims, liabilities, or damages arising from any advertisements submitted pursuant to this contract and any costs and legal fees relating thereto. Advertiser/agency shall assume full responsibility for the accuracy and truthfulness of the copy submitted, and to advertiser's rights to all text, images and illustrations in the ad.

10. This contract cannot be invalidated due to typographical errors, incorrect insertions or omissions resulting from actions of the Magazine. Advertisers shall notify the Magazine of any error immediately, but not later than ten (10) days of the date of publication. The Magazine agrees to run a correction for the incorrect portion of the advertisement. The Magazine shall not be liable to advertiser for any loss resulting from the incorrect advertisement. Advertiser's sole and exclusive remedy shall be the correction made by the Magazine. In no event will the Magazine be responsible for more than one incorrect advertisement unless it is notified of any inaccuracy prior to the next insertion or run of the advertisement.

11. The Magazine reserves the right to cancel this contract upon twenty (20) days' written notice to Advertiser for any reason. The Magazine further may terminate this agreement immediately and without notice if the Advertiser becomes insolvent, makes an assignment for the benefit of creditors, is adjudged bankrupt, a receiver of the property is appointed, or if the advertising copy submitted is deemed unacceptable for any reason by the Magazine. In the event of such cancellation, the Magazine shall refund any unused fees paid by Advertiser. Unused fees are those paid in advance for ad space in upcoming issues whose close-out date has not passed. The Magazine shall not be liable to Advertiser for any loss resulting from this cancellation. This refund shall be the sole and exclusive remedy of Advertiser.

12. Other than the Magazine's written acknowledgement that the Advertiser will be placed on or inside a cover, the Magazine makes no guarantees regarding specific advertising positioning. Any failure or default by the Advertiser may result in Advertiser losing any premium or requested positioning.

13. This contract supercedes all previous contracts and agreements.