

## Advertising Contract

This contract confirms the Advertiser/Agency authorization to place advertising in Jewish Scene magazine. The size(s) and editions indicated below.

Advertiser			
Contact			
Address	City	State	Zip
Phone	Fax		
E-mail	Website		

Mechanical Requirements for Ads on disk: We require files created in the following Macintosh applications: InDesign, Adobe Illustrator and Adobe Photoshop, supplied on a Macintosh-formatted CD, or electronically via e-mail. Macintosh fonts must be used exclusively. PC documents and fonts are not compatible. All electronic files and images should be in CMYK mode, 300 dpi, and saved as .tiff, .eps, .jpeg or pdf files. Convert all text in Adobe Illustrator files to outlines. Artwork sent on disk must be camera-ready and compatible with Publisher's mechanical requirements and on CD. Publisher is not responsible for errors or omissions on ads provided on disk. If additional work is required to ensure proper output, production charges will be billed to Advertiser at a rate of \$75 per hour. If ad is constructed on a PC /windows computer the ad must be submitted as a high resolution PDF with fonts embeded and mail a color proof. Files can be stuffed or zipped and emailed to susan@jewishscenemagazine.com.

Advertiser will provide press-ready ad

Advertiser authorizes ad design with additional charges

### Issues Insertion include:

Issue 1	Issue 2	Issue 3	Issue 4	Issue 5	Issue 6
Ad Size					

# of insertions	at \$	each	<b>Special Instructions</b>
Design Fee			
Special Placement			
Web site Link/Ad			
Other			
<b>Total Contract</b>			

Method of Payment \_\_\_\_\_ Cash \_\_\_\_\_ Check

Advertiser understands that space becomes reserved as soon as Advertising Contract is executed, and that Advertiser is responsible for completing and submitting advertising artwork and copy by deadline. Advertiser authorizes Jewish Living of the South, Inc. to repeat its previously run ad if advertiser fails to submit new ad by publication deadline.

Jewish Living of the South, Inc.      Date      Agreed to by Advertiser      Date  
By \_\_\_\_\_

THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE ARE INCORPORATED INTO THIS AGREEMENT AS IF SET SET FORTH ON THIS PAGE VERBATIM.

## Conditions

This insertion order for advertising space constitutes a contract between **Jewish Living of the South, Inc.** (hereinafter called the "Publisher") and the advertiser and/or his agent (hereinafter called the "Advertiser"). Both parties hereby agree that this contract shall be governed by the following conditions:

### Contract and Copy Regulations

All insertion orders are accepted subject to the terms and provisions of the current rate card.

All advertising is subject to the Publisher's approval. The Publisher reserves the right to reject advertising which he feels is not in keeping with the Publisher's standards.

Insertion instructions shall be supplied for every advertisement and shall clearly state the following information: Name of advertiser, identification of advertisement, date to be inserted, size of advertisement plus any special instructions.

The Advertiser agrees to pay for all advertising published by the Publisher in accordance with this contract. \_\_\_\_\_ (initials) Payment in advance is required from all new advertisers or one-time insertions until credit has been established. Payments are due to the office of the Publisher or Publisher's authorized representative upon receipt of invoice. A late charge of 1.5% will be added to accounts 30 days past due (except where a lesser percentage is required by state law). Advertiser waives all right of exemption, where allowable by law, as to personal or real property and further agrees to pay all cost of collection or attempting to collect or secure any and all debts which Advertiser may now or in the future owe Publisher for advertising published, and agrees if legal proceedings are commenced to collect the indebtedness (including finance charges), all costs of collection, including, but not limited to lawyer fees and court costs, shall be allowed and included in the judgement thereon. This agreement is made and entered in Memphis, Tennessee and shall be governed and construed according to the laws of the state of Tennessee. Advertiser agrees that any legal action relating to the agreement on the debt owed hereunder may be brought in any courts located in Shelby County Tennessee.

Agency is acting as agent for a disclosed principal, the Advertiser named on the face hereof ("Advertiser"), so

long as Agency is not insolvent as Advertiser's agent for making payment on all billing hereunder. Agency shall be liable for the payment of sums due hereunder and Publisher shall look solely to the Agency for the payment thereof, unless and until Agency becomes insolvent, at which time, without relieving Agency of liability until Publisher is paid in full. Advertiser shall be liable to the Publisher and not to the Agency on all unpaid billings for services rendered by Publisher hereunder (excluding advertising Agency commissions), shall be held responsible for debts incurred after receiving notice (including a current statement of account) from Publisher that Agency is seriously delinquent under this or any other advertising agreement(s) between Publisher and Agency by failing to make payment on billings on stated terms.

The Publisher's liability for any error will not exceed the charge for the advertisement in question. Publisher shall not be liable for any failure to print, publish or circulate all or any portion of any issue in which an advertisement accepted by the Publisher is contained due to circumstances beyond the Publisher's control such as formal work stoppages, labor disputes, accidents, fire, damage from floods, tornadoes, hurricanes or other natural disasters or acts of God, or if Publisher for any reason fails to publish an advertisement. Cancellation by Advertiser of an advertisement for placement in a specific issue is allowable only under the discretion of Publisher. Cancellations for placement in a specific issue must be received in writing not later than the Publisher's stated closing day for advertising space reserved for that issue. If this contract is terminated for any reason, Advertiser agrees to pay the difference between any discounted rate given and the prevailing rate for the actual amount of time expended by Publisher. \_\_\_\_\_ (initials)

Credit Application Available

THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE ARE INCORPORATED INTO THIS AGREEMENT AS IF SET FORTH ON THIS PAGE VERBATIM. ADVERTISER ACKNOWLEDGES THAT HE/SHE HAS READ AND RECEIVED A COPY OF BOTH SIDES OF THIS CONTACT.