

Springfield Scene Magazine

ADVERTISEMENT AGREEMENT AND INSERTION ORDER

Office of Springfield Scene Magazine . 2050 W. Iles Ave., Suite F . Springfield, IL 62704
 Tel 217-698-6102 . Fax 217-698-6106 . E-mail production@springfieldmagazine.com

Company/Advertiser _____
 Representative _____
 Street Address _____
 City, State, Zip _____
 Phone _____ Fax _____
 E-mail Address _____

We (advertiser) agree to purchase advertising in Springfield Scene Magazine, published by Republic Publishing, Ltd., On the following terms and conditions:

| ISSUE | Advertisements | | | Totals |
|---|----------------|--|-------|--------|
| Yr. | Size | Notes | Rates | |
| Jan-Feb | | | | |
| Mar-Apr | | | | |
| May-Jun | | | | |
| Jul-Aug | | | | |
| Sep-Oct | | | | |
| Nov-Dec | | | | |
| Ad design Fees for 1st Ad - Subsequent Ad changes are billed at \$50/hr (billed in 15 min increments) | | Check if advertiser will submit Ad (No Design Fee) | | |
| 1/6th, 1/4th & 1/3rd page ads.....\$50 minimum | | Ad Design Fee | | |
| Half Page & 2/3rd page.....\$75. “ | | Total Contract | | |
| Full Page.....\$100 “ | | | | |

AGREEMENT

Submission of Materials. Advertiser agrees to supply to publisher all elements of the advertising to be published, including properly for matted files and proofs by the “Copy” deadline indicated on the *Springfield Scene Magazine* (SSM) advertisement specifications sheet, incorporated herein by reference. **Advertiser understands and agrees that any graphic design services necessary to create, prepare or modify the advertisement to conform to the size or production specifications listed will be added as additional charges to the advertiser.**

Cancellations No cancellations are allowed after the “Space Reservation” deadline indicated on the SSM Rate Sheets.

Publisher’s Discretion. Publisher reserves the right to place the word ADVERTISEMENT on any material the publisher believes to resemble or to be confusingly similar to the publications’s editorial or article format. Advertisers are permitted to advertise in the magazine at the publisher’s discretion; the publisher reserves the right to refuse or cancel any advertising for any reason at any time.

Placement. Advertisements appear within SSM at the publisher’s discretion, through requests are considered on a first come, first served basis.

Errors. Publisher accepts no responsibility for any errors in advertisements prepared or approved by the advertiser. Any substantial errors that are in the fault of the publisher will be subject to a reduction or reimbursements of the amounts paid by the advertiser, but in no case will any claim arising from any error exceed the amount paid for the advertisement by the advertiser. Publisher shall not be liable for any consequential damages of any kind if for some reason the magazine does not publish an advertisement or the advertisement is published incorrectly.

Indemnity Advertiser’s materials are accepted and published upon the representations that the advertiser has the right to authorize publication of all contents of the advertisement and the representations made therein do not infringe or damage any third party. Advertiser agrees to indemnify and hold harmless the publishers from a any and all claims and resulting damages, loss, and expense (including attorneys fees) arising out of the publication of the advertiser’s material. These claims include, but are not limited to, claims or suits for libel, violation of right of privacy, plagiarism, and copyright infringement.

Frequency Discount Frequency discounts are based on the number of advertisements placed in the magazine with a publication year. Advertiser agrees that if the number of advertisements drops below the number required for the frequency discount, the publisher will adjust the rate of any remaining advertisements to reflect the higher advertising rate (as specified on the SSM rate sheets) and will bill the advertiser for the difference between the amount paid and the full rate for the number of advertisements previously run.

Payment Terms. The balance is due in full upon publication of each issue.

Scope of Agreement. These terms and conditions are the complete understanding between the parties concerning all matters contained herein, and any prior statements or representations are superseded by this agreement.

 Advertiser Date

 Sales Representative Date

 Accepted Publisher SSM Date

Ad Design Services Agreement

1. The advertiser (Client) hereby agrees to purchase the ad design services indicated on the Insertion Order Agreement and authorized by the signature at the bottom of the order form (reverse side). Client's purchased advertisement hereunder will be printed in the Springfield Scene Magazine as published by Republic Publishing, Ltd. (here in referred to as RPL).

2. Payment. The ad design fee set forth on the Insertion Order Agreement shall be due on the date the ad is first published in the Springfield Scene Magazine, or if extended use is purchased the fee is due immediately upon approval.

3. Ownership, Intellectual Property Rights. The Client represents to RPL and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to RPL for inclusion in the Advertisement are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, indemnify, protect, and defend RPL and its officers, directors, employees, consultants and agents (collectively "Agents") from any claim or suit arising from the use of such elements. RPL shall retain the copyrights and all other rights associated with the finished assembled work of advertisements produced by RPL for the Client, except for those elements of an advertisement as to which Client demonstrates a prior ownership right (e.g., a trade name). RPL is entitled to reproduce and display Client's Advertisement as a representative example of its work in marketing materials and on RPL website, including use of the Client's name, domain name, and the graphics and data supplied by the Client, unless Client has specified same as proprietary information.

4. License. RPL hereby grants to Client a non-transferable, non-exclusive, worldwide right and license to use and display any advertisement created for Client by RPL according to the terms and conditions that follow, provided Client does not copy, modify, create a derivative work or reverse engineer the advertisement or sell, assign, sublicense or transfer any right related to the same, including content thereon and intellectual property rights associated therewith.

Terms and Conditions:

For the exclusive use of Springfield Scene Magazine (Covered by Ad Design Fee on Insertion Order)

For the use in any magazine or publication for 12 Months (Double the Ad Design Fee)*

For the use in any magazine or publication for an indefinite time frame (Triple the Ad Design Fee)*

Any changes or amendments to the advertisement for use in future publications must be done by RPL at our prevailing rates which currently are at \$50 an hour billed in 15 minute increments plus the cost of any purchased design elements.

*subject to the terms above under this section.

5. Disclaimer & Limitation of Liability. In no event will RPL or its Agents be liable: (a) to any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the publishing or inability to publish the Advertisement, even if RPL has been advised of the possibility of such damages; or (b) to Client for any indirect, incidental, consequential, special or punitive damages arising from or related to this Agreement, including loss or damage to Client's information, materials or business. In the event RPL is determined to be liable to Client for damages, RPL's liability to Client shall be limited to the amounts paid by Client to RPL hereunder.

6. No Representations or Warranties. RPL's services are offered on an "as is" basis, without any representations or warranties of any kind, either express or implied.

7. Indemnification. Client agrees to protect, defend, indemnify and hold RPL and its Agents harmless against and from any costs, claims, judgments, damages, expenses (including reasonable attorneys' fees) or any other liabilities incurred by RPL as a result of: (a) Client's breach of this Agreement; (b) Client's violation of any law or regulation; (c) the actions of Client or Client's Agents; or (d) the imposition of taxes or tariffs by a governmental authority on the transaction evidenced by this Agreement or electronic commerce carried on over the Internet involving, in any way, the Advertisement.

Date: _____ Client's Acknowledgment: _____