



345 E. Toole Ave.
Tucson, AZ 85701
phone 520-322-0895

Standard Terms and Conditions for Print Production and Advertising Services

AGREEMENT DETAILS

ORDERS FOR ADVERTISEMENTS:

These Standard Terms and Conditions, together with the preceding quote (collectively, the "Agreement") govern the terms under which Madden Media ("MM"; "PUBLISHER") may provide print and advertising services for the ADVERTISER. References to "ADVERTISER" in these Standard Terms and Conditions means the "ADVERTISER" as specified in the preceding quote.

Terms: This offer for contract remains binding if Agreement is signed and returned within seven days to the postal address, email address or fax number shown below.

Credit Card: Payments made by credit card are subject to a processing fee.

Approvals: All contents of all advertisements are subject to PUBLISHER's approval. PUBLISHER reserves the right to reject or cancel any advertisement, insertion order, space reservation, or position commitment at any time.

Positioning: Positioning requests will be considered but not guaranteed unless position is paid for and specified in the Agreement. The ultimate position of each advertisement is at discretion of PUBLISHER. Space reservation deadline for premium positions is four weeks prior to published rate card deadlines.

Deadlines & Materials: If the ADVERTISER does not submit acceptable ad copy and/or production materials by materials due date, the PUBLISHER reserves the right to use prior ad materials or fill the space with a non-revenue ad. If the ADVERTISER does not return any provided proofs with all required changes by the proof deadline, PUBLISHER reserves the right to use provided proof with editorial modifications deemed appropriate in editing process. The ADVERTISER is still liable for the full cost of the ad space. Ad materials must conform to specifications in PUBLISHER's Electronic Ad Specifications form and/or rate card.

Ad Production & Changes: Please see Production Rate Card for applicable production, change and ad submission rates. ADVERTISER agrees to accept the terms of the Production Rate Card as part of this Agreement.

Print Method: Body and cover are printed web offset. Final reproduction quality is contingent on materials furnished. Due to the nature of web offset and sheet-fed printing, color reproduction may vary from proofs and originals provided.

Commissions: A 15% commission is available to recognized agencies. No agency commission is allowed if payment is not received within 60 days of invoice date.

Payment: Amounts due are invoiced upon delivery of publication. Some advertisement contracts may be required to be accompanied by a 50% deposit. Any balance not paid within 30 days of invoice date will be subject to a 1.5% monthly (18% per annum) finance charge, unless payment plan option is approved. PUBLISHER may order a client credit report at any time.

PUBLISHER may hold ADVERTISER and its advertising agency, jointly and severally, liable for all sums due and payable to PUBLISHER. Any collection expense or legal fees incurred in collecting payment will be paid for by the ADVERTISER/agency.

Cancellations: The ADVERTISER shall have the right to cancel this Agreement at any time within three days of the date of this Agreement by written notice to PUBLISHER. Any cancellation made after three days and up to and including the closing date shall be billed 30% of the amount of the original charge. No cancellations shall be accepted by the PUBLISHER after the closing date.

Covenant Not to Divert: During the term of this Agreement and for a period of one (1) year thereafter, the parties will not directly or indirectly solicit, induce, attempt to induce, or endeavor to entice away any employee of the other party, whether for their own account or for the account of a third party.

Frequency Discounts: Apply only to advertising on written contracts. Repeat ads may be run the same as previous issue unless changes are received two weeks prior to closing date. If frequency contract is not fulfilled, ADVERTISER agrees to pay short rate. Short rate is difference between rate contracted for and issue rates per rate card. Any frequency contract cancellations must be made in writing two weeks prior to closing date.



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Omissions/Errors: PUBLISHER will exercise every care to prevent an error or omission in each advertisement. ADVERTISER has 15 days from publication date to notify PUBLISHER of any omissions or errors. ADVERTISER is responsible for making all required changes to any proof provided. The publication shall not be responsible for an omission or error if a proof of an ad has been provided to the ADVERTISER. The PUBLISHER is not liable for failure to publish an ad or for typographical errors in publication. Adjustments for errors are limited to the cost of that portion of the ad wherein the error occurred. Advertising corrections of changes taken over the telephone are accepted only at the ADVERTISER's risk. Advertisements not received by advertising production department by material closing date will not be entitled to the privilege of approval or revision by the ADVERTISER or its agency.

PUBLISHER/ADVERTISER: All advertisements are accepted and published upon Agreement that the party placing such materials is authorized to publish any and all such materials. In consideration of the acceptance, ADVERTISER and/or agency agree to indemnify and hold the PUBLISHER harmless from and against any loss or expense on claims based on the subject matter of such advertisements.

Responsibility for Digital Advertisements: For any digital advertising related to an Agreement, ADVERTISER represents and warrants to PUBLISHER that it is fully authorized to deliver, and authorizes PUBLISHER to deliver on its partners' behalf, content through advertisements (including, without limitation, all content such as text, graphics, URLs, and sites to which URLs are linked), and that all content complies with all applicable laws and regulations. If an agency is entering into this Agreement on behalf of an ADVERTISER, Agency agrees to the foregoing representations and also represents and warrants that it is the authorized agent of ADVERTISER, and ADVERTISER is not, as of the date of this Agreement, in material breach of any agreement with or in default with respect to any amount owed to Agency. It is the responsibility of ADVERTISER or ADVERTISER to inform PUBLISHER of removed or relocated web content that may adversely affect the advertisements' ability to deliver appropriate content to visitors. MM will not be held liable for any clicks delivered to removed or relocated web content, such as those resulting in an HTTP 404 error response code.

Entire Agreement: This writing contains the entire Agreement of the parties. No representations are made or relied upon by either party other than those expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms set forth unless done in writing and signed by the PUBLISHER and the ADVERTISER.

ADVERTISER and its agency will be presumed to have read this Agreement and agreed to its conditions.