

Office Use: contact track inv proof pd

Ruff Life Magazine Advertising Insertion Order

Date: _____ Distribution Address: _____

Advertiser: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Authorized Contact: _____

Insertion order Issue(s):

Ad Size: Full 1/2 1/3 1/4 1/8 Listing Only: Basic (2 lines/1 year)
Premium (4 lines/1 year)

Special Instructions: _____

Ad Art: sizes and rates on next page. *All ads include a listing:*

Camera ready artwork provided Ad production needed add \$65 for Graphic Design

Directory Listings (per category & per county)

Basic (\$20/year) Premium (\$50/year)

Line 1 (Advertiser Name): _____

Line 2 (ex: phone): _____

Line 3 Premium (ex: address): _____

Line 4 Premium (ex: website): _____

County: Brunswick New Hanover Pender Category: _____

Promotional Opportunities: To promote RLM and participating businesses we understand and agree that RLM may use our business logo, tag line, photos and related media in print and social media.

I do hereby certify that I am duly authorized and acting agent of the firm named above and that I am authorized to make and execute a contract for advertising on its behalf. The advertiser and its agency (if any) hereby acknowledges that all of the terms and conditions of this contract were read prior to the execution of this contract.

Date Accepted: _____

Title: _____ Print Name: _____

Client Signature: _____

Advertising Terms and Conditions

REPRESENTED PARTIES

Ruff Life Magazine (RLM) is the represented publishing party of this advertising contract. This advertising agreement is between RLM (sometimes referred to as Publisher); the advertiser appearing on the front of this agreement (sometimes referred to as Advertiser), appearing directly or through its agency; and the agency for the advertiser. Any reference to Advertisers or agency shall be deemed to include both terms. Advertiser and its agency agree to be bound jointly and severally for payment to RLM for all space purchased as listed on the front of this agreement, notwithstanding to whom the bills are rendered. Advertiser and agency jointly and severally, shall remain obligated to pay RLM within the time specified and until payment in full is received by RLM. Payment by advertiser to agency shall not constitute payment to RLM. Disclaimers are not permitted.

BINDING AGREEMENT

Acceptance of this order by the authorized agency and/or advertiser's signature(s) constitutes a binding agreement between all parties and RLM. This agreement may not be amended, canceled or assigned to another party except upon the written consent of Ruff Life Magazine.

AUTOMATIC RENEWAL

This agreement shall automatically be renewed under the same terms and conditions as set forth here unless notification of cancellation is received in writing by issue deadline: Spring /Summer: Feb 21 Fall/Winter: Sept 21

PAYMENT TERMS

RLM invoices are payable to Ruff Life Magazine. **Payment for the first insertion is required by the issue deadline date** unless otherwise approved in writing by RLM.

PAST DUE ACCOUNTS

Accounts overdue by more than sixty (60) days will be subject to a \$40 late fee. Accounts overdue by more than ninety (90) days will be assessed a 15% surcharge on the original balance to cover legal, administrative and collection costs. RLM reserves the right to cancel this contract and/or future advertisements any time an account is past due, in which case the Advertiser will owe an adjusted amount representing the cost of the advertisements actually inserted. Upon such cancellation, all charges incurred by RLM for advertiser shall become immediately due and payable. In the event the advertiser and/or agency fails to make payment on the due dates and if it becomes necessary to place the account for collection or suit with an attorney, the advertiser and/or agency shall be responsible for the payment of reasonable attorney's fees.

MECHANICAL REQUIREMENTS

We accept digital ads in the following formats: PDF (press quality, 300dpi at full size, fonts embedded, no crop marks); JPG (300dpi at full size). Publisher is not responsible for submissions which do not meet Ruff Life Magazine's mechanical requirements. Advertisers assume full responsibility for image dpi, color and content. A \$45 charge will apply to submissions that require reformatting to meet our specifications.

LIABILITY FOR CONTENT

Advertisers and advertising agency assume responsibility for the content of all advertisements. Advertiser and advertising agency represent that the supplied artwork, copy and/or design are not in violation of any copyright laws or similar protections, irrespective of whether the advertisement is supplied camera-ready or if the design is to be created by RLM. Advertiser and advertising agency agree to indemnify, defend and hold RLM harmless from any and all claims, including attorney's fees arising from the content of the advertisement, including claims for violation of any copyright law. Publisher reserves the right to not accept any advertisement for any reason whether or not such material has previously been accepted or published. All advertising copy is subject to approval of the publisher. Advertising simulating editorial content may not be acceptable and publisher reserves the right to reject the advertisement or place the word "Advertisement" within the copy.

Non-Profits receive 20% off 1/4 page and larger ads.

Advertisers receive the following rates after their first issue:

PRINT AD RATES

Back Cover	\$650	Back Cover	\$575
Inside Front	\$575	Inside Front	\$500
Inside Back	\$575	Inside Back	\$500
Full Page	\$475	Full Page	\$400
1/2 Page	\$325	1/2 Page	\$250
1/3 Page	\$250	1/3 Page	\$200
1/4 Page	\$200	1/4 Page	\$175
1/8 Page	\$125	1/8 Page	\$95
Premium Listing (1 year = 2 issues)			\$50
Basic Listing (1 year = 2 issues)			\$20

GRAPHIC DESIGN

Graphic design services are available at a rate of \$65 per ad, with two revisions included. Additional revisions are \$15 each.

Ads and ad concepts created by RLM remain the property of RLM and may not be used in any other publication or in any way by the advertiser without purchasing a one-time rights fee equal to one insertion of the advertisement at the open rate.

CANCELLATIONS

Cancellations must be received in writing by mail or email before issue deadline: Spring /Summer: Feb 1 Fall/Winter: Oct 1 Cancellation fees may apply.

DEADLINES

Payment and signed contract must be supplied by the deadline date. Late submissions may be accepted based on the production stage and only if space allows, and will incur a \$25 late charge. Advertiser will have a minimum of 48 hours to approve the ad proof. If Publisher does not receive approval by the deadline, the ad will run as is and Publisher will not be responsible for any errors or omissions.

Advertisers with multiple insertion contracts requiring ad revisions between insertions must supply information by the reservation deadline. Revision requests and/or ad materials submitted after the deadline will incur a \$25 late charge.

FAILURE TO INSERT ADVERTISEMENT

Advertisers and advertising agency agree that RLM will have no liability, including for actual or consequent damages for its failure to insert advertisement. The Advertiser agrees that RLM will not be liable for any error in any advertisement published, beyond granting an additional advertisement at no cost.

BILLING DISPUTES

Advertisers agree that unless they make written obligations, by certified mail, return receipt requested to the billing set forth in Ruff Life Magazine's invoices within forty-five (45) days of invoice date, the amount shall be deemed correct in all aspects.

PUBLISHING DELAYS

RLM shall not be responsible or liable for delays in publication or delivery for distribution due to strikes, lockouts, embargoes, labor problems, fuel or power shortage, fire, floods, accidents, civil disturbance, war or other causes beyond their control.

RATE CHANGES

The publisher reserves the right to make such revisions in rates on contracts as may be necessitated by economic conditions on ninety (90) days notice. If a rate revision is made under this clause and it is not accepted by the advertiser, the latter may cancel the contract without short-rate adjustment if written notice of cancellation is received by certified mail prior to the space reservation closing date.

CONTRACT DISPUTES

In the event that any provision of these terms of use shall be unenforceable, such provision shall be deemed severable, and all other provisions shall remain in full force and effect. In the event a dispute shall arise between the parties to this contract, it is hereby agreed that the dispute shall be settled by arbitration to be held in Wilmington, North Carolina in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon.

This contract is not valid until accepted by the publisher or authorized agent thereof.

1/8 page ads receive a FREE Basic Listing.

PRINT AD SPECS: 1/4 page and larger receive a FREE Premium Listing.

The diagram illustrates four different ad sizes with their respective dimensions and trim sizes:

- Full Page:** 4.875x7.875 (Trim Size: 5.375x8.375)
- 1/4 Page:** 2.25x3.5
- 1/2 Page:** 4.625x3.5
- 1/3 Page:** 4.625x2.125