

Agreement No.

Advertiser		Web Address		Agency		Web Address							
Street				Street									
City		State		Zip		City							
State		Zip		City		State							
City		State		Zip		City							
Contact		E-Mail Address		Contact		E-Mail Address							
Telephone Number		Fax Number		Telephone Number		Fax Number							
Production	Name	E-Mail Address		Billing	Name	E-Mail Address							
Telephone Number	Fax Number	Agcy	Adv	Telephone Number	Fax Number	Agcy	Adv						
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>						
Address – if Different				Checking Copies		Name							
						E-Mail							
Schedule of Insertions				Total number of Pages in schedule >		Telephone Number							
						Fax Number							
						Agcy Adv							
						<input type="checkbox"/> <input type="checkbox"/>							
Network(s)		UNIT SIZE: SINGLE PAGE <input type="checkbox"/> SPREAD <input type="checkbox"/> POST IT <input type="checkbox"/> CARD <input type="checkbox"/> OTHER <input type="checkbox"/>		Ad(s) will be (if known) 4/C _____ B/W _____		Bleed Y ___ N ___							
		OTHER: explain											
Market(s)		1		2		3							
		4		5		6							
		7		8		9							
		10		11		12							
Issue	20 _____	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.
	20 _____	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.
Special Instructions:				Rate Computation								Rate Verification	
												Card Number	
												Frequency X	
The Advertiser/Agency hereby authorizes and directs AD INK (HEREIN "AI") to publish advertising in the network and market(s) specified above based upon the terms and conditions appearing on this page and in AI'S TERMS AND CONDITIONS OF SALE on the reverse side of this Agreement. This Agreement states all the terms and conditions governing this Agreement and no representation or promises of any kind not contained herein shall bind or in any way affect the obligation of the parties to this Agreement. Circulation for this advertising is individually paid subscription copies only. There are no newsstand issues nor bulk discounted copies. *AI may elect to charge interest for delayed payment over 60 days at the rate of one and one-half percent (1 ½ %) per month on the balance due or the maximum legal rate of interest allowed by law.													
THIS AGREEMENT WILL BECOME NON-CANCELABLE UPON RATE CONFIRMATION AND ACCEPTANCE BY AD•INK													
Authorized Signature				Title		Date		AI Representative				Date	
Print Name				Agcy		Adv		Other		Print Name			

Confirmation and Acceptance by AD INK, LLC

Questions may be directed to inquiries@adinknetwork.com

By	Contracts Department	Date
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A fax of this contract will be deemed as an original.

Return white and canary copies to: Att: Contracts Manager: AD INK, LLC, 1281 East Main Street, Stamford, CT 06902. Questions directed to inquiries@adinknetwork.com. Upon confirmation copies will be distributed: White – AD INK / Canary - Advertiser / Pink - Sales.



Terms & Conditions of Sale

1. This Agreement, appearing on the reverse side, is between *AD INK, LLC* (herein referred to as "AI"), a Connecticut Limited Liability Company and/or its successors, and the Advertiser and/or its successors, either directly or through its advertising agency both of which shall be referred to as "ADVERTISER" and both shall be responsible for payment and legally bound by the terms of this Agreement.
 2. Under the terms of this Agreement, the advertising will be included with other ads in pre-printed inserts and published together in a single form to a standard size. Therefore, the ADVERTISER cannot cancel, making this contract non-cancelable without the prior written consent of AI.
 - 3. Circulation for this advertising is in individually paid subscription copies only, unless otherwise noted. There is no distribution in newsstand issues or bulk discounted copies in public places (i.e. doctor's offices, lobbies, spas, and hair salons). Ads may not also appear in subscriber objected scented copies.**
 4. ADVERTISER will supply AI and/or its agent with advertising materials in accordance with AI's current mechanical requirements and will meet published material due date(s). If material due date(s) is missed, then AI is authorized by the ADVERTISER to publish ADVERTISER'S previously approved ad copy or a non-revenue public service ad in its place. In such case, ADVERTISER will be responsible for paying the full value of the space at the rate indicated in Advertiser Agreement.
 5. Advertising appears in multiple magazines, using web offset, direct-to-plate, digital printing processes. ADVERTISER agrees to submit proper digital materials as required by AD INK'S published specifications, including recommended color proofs and proper sizing to meet guidelines for multiple magazines. ADVERTISER understands there may be industry acceptable variations in color tones, hues, and intensity. Rates and marketing materials, outlining specific descriptions of networks, markets, cover dates, delivery, and circulation, are available from AI to ADVERTISER upon request.
 6. ADVERTISER agrees to complete the "Schedule of Insertion" appearing on the face of this Agreement. If, for whatever reason, this schedule is modified, the ADVERTISER agrees to pay AI the full value of any remaining ad insertions not published as liquidated damages at Agreement rates, unless there is prior approval from AI.
 7. All ads submitted to AI for printing and inserting are accepted only upon the express understanding that the ADVERTISER agrees to indemnify, hold harmless and defend AI, its Printer(s) and participating Publisher(s) from and against any and all claims arising out of or relating to ad copy, copyrights, trademark or other material in any advertisement that may be damaging, illegal, or unauthorized in any way to any person or legal entity.
 8. ADVERTISER agrees that if, for any reason, (i) there is an error in the binding or insertion of its advertisement, or (ii) the Printer, Publisher, or AI misses the magazine bindery closing date, or (iii) its ad does not appear when requested, or (iv) if any events listed in paragraph 9 should occur, AI may automatically reschedule the ad and advise ADVERTISER of the rescheduled date. **IN NO EVENT WILL AI, ITS PUBLISHER(S) OR PRINTER(S) BE LIABLE TO ADVERTISER WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS OR DAMAGE TO GOODWILL.**
 9. AI, its Printer(s) and Publisher(s) will not be responsible or liable for any delays in publication or delivery due to strikes, lockouts, embargoes, labor problems, fuel or power shortages, fire, floods, accidents, civil disturbances, war, acts of God, or other causes beyond their reasonable control.
 10. ADVERTISER understands that AI cannot guarantee ad positioning but will make best effort to meet specific requests whenever possible.
 11. AI reserves the right to accept or reject any advertisement for any reason.
 12. ADVERTISER'S ad is subject to approval of each participating publisher. If ad is rejected, ADVERTISER agrees to make reasonable changes. If not, AI may run ADVERTISER'S previously approved copy or a non-revenue producing public service ad and invoice ADVERTISER for the ad.
 13. AI will reimburse ADVERTISER for reasonable replacement cost of advertising material charges incurred for any of ADVERTISER'S material lost or damaged while in the possession of AI.
 14. AI will print a minimum of 100% of the stated circulation appearing on the Magazine Network rate card. Any loss of more than 5% of circulation will be credited to ADVERTISER on a pro-rata, cost per thousand, basis. AI will make best effort to have ADVERTISER'S ads reproduced in accordance to industry standards.
 15. If AI discontinues or suspends publication for any reason in any particular market or network, AI will be under no liability to ADVERTISER for its failure to publish any ad under contract and this Agreement may be canceled by either party without penalty.
 16. ADVERTISER grants AI the right to list ADVERTISER'S name as a user of AI's services and/or reproduce ADVERTISER'S ad for AI's own advertising or marketing purposes during the duration of this Agreement and a period of two years after the completion of this Agreement.
 17. ADVERTISER will pay AI at the monthly rate so agreed to on the face of this Advertising Agreement within thirty (30) days from the date of the invoice. The invoice will accompany the netprint (advertising signature) showing how the ad will appear in the magazine(s). Unless there is an ADVERTISER objection to the amounts invoiced or customer-service problem within 60 days of the billing date, AI will deem invoice(s) proper and correct in all respects. If payment is delayed over 60 days, from the due date, AI may elect to charge interest for delayed payment at the rate of one and one-half percent (1-1/2%) per month on the balance due or the maximum legal rate of interest allowed by law.
 18. If ADVERTISER either (i) materially breaches this Agreement or; (ii) defaults in its payment schedule to AI or; (iii) its credit becomes impaired, then AI is authorized to: (a) cancel this Agreement with all charges to AI immediately due and payable or; (b) require advance payment for future advertising.
 19. AI will not be bound by any terms or conditions on order blanks, ad copy instructions, or insertion orders submitted by ADVERTISER when such terms or conditions conflict with any provisions contained in this Advertising Agreement or AI's Rate Card.
 20. This agreement shall be governed and construed in accordance with the laws of the State of Connecticut applicable to agreements wholly to be performed therein. In the event that legal proceedings or commercial collection services are required by AI to collect any amounts due under this Agreement, ADVERTISER agrees to pay reasonable attorneys' fees and/or collection fees of 15% of the unpaid balance plus any court costs and charges incurred by AI which are necessary to collect the unpaid balance. Both parties further consent to jurisdiction by state and federal courts sitting in the state of Connecticut.
 21. This agreement may not be reassigned by ADVERTISER unless by written approval of AI.
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