

# Home MAGAZINE

EVERYTHING FOR YOUR HOME

## ADVERTISING AGREEMENT

Sales Rep. \_\_\_\_\_

Sales Rep. Phone Number \_\_\_\_\_

Sales Rep. Email Address \_\_\_\_\_

7800 Meany Ave. Ste-E, Bakersfield, CA 93308 - Office: 661.369-7700  
Please Sign and Fax to 661.588.9944 or Email to sales@bakhomemag.com

Bakersfield

Fresno/Clovis

Company \_\_\_\_\_ Contact Name \_\_\_\_\_ License # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

### 2019/20 Publications

Number of Publications: \_\_\_\_\_

Ad Size: \_\_\_\_\_

Ad Rate: \_\_\_\_\_

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> January _____   | <input type="checkbox"/> February _____ | <input type="checkbox"/> March _____    | <input type="checkbox"/> April _____    |
| <input type="checkbox"/> May _____       | <input type="checkbox"/> June _____     | <input type="checkbox"/> July _____     | <input type="checkbox"/> August _____   |
| <input type="checkbox"/> September _____ | <input type="checkbox"/> October _____  | <input type="checkbox"/> November _____ | <input type="checkbox"/> December _____ |

Notes: \_\_\_\_\_

### Credit Card/Check Authorization (or provide voided check for checking authorization)

Credit Card Number/Account Number \_\_\_\_\_ Expiration Date/Check Number \_\_\_\_\_ Security Code \_\_\_\_\_

Name on Card/Account \_\_\_\_\_ Type of Card (Amex, Visa, Mastercard, Discover) \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I acknowledge that all ad cancellations must be made no later than 7 days prior to the art deadline, and that early termination fees may apply. (pursuant to items 10 & 17 of the terms and conditions, see reverse.)

I hereby authorize Home Magazine to process my credit card or check as listed above, as a recurring payment for advertising in Home Magazine the week of each publication mail out date.

Signature, Accepted By Advertiser \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

## Advertising Agreement – Terms & Conditions

1. This document represents the entire Agreement between The Bakersfield Home Magazine and/or Fresno/Clovis Home Magazine, hereinafter referred to as the Publication & or BHM, the named advertising company, hereinafter called Advertiser. This Agreement may not be modified, expanded or contracted by any oral agreement or representation.

2. Acceptance for this Agreement is at the sole discretion of BHM and no other acceptance is implied.

3. If Advertiser fails to return any advertising proof by artwork deadline after receiving it from BHM, this shall indicate Advertiser's approval of such proof and advertiser shall continue to be responsible for all payments due under this agreement. Failure to acknowledge or return any advertising proof will not alter the advertising agreement payment terms or obligations in any way.

4. Should Advertiser reserve space in any publication and/or digital presence of BHM and not supply advertising copy of artwork by the published deadline, BHM may, at its discretion, either create an ad or use Advertiser's prior ad, changing only expiration dates where applicable. Advertiser will be responsible for payment of all such advertisements at the agreed upon contracted rates.

5. Advertiser understands and accepts that in our normal printing process differences in the quality of paper may cause variations in color, clarity and overall appearance between the proof and the printed magazine.

6. BHM does not guarantee print or digital ad positioning within the magazine, except with a signed Agreement calling for an exact page and/or level positioning which if available may be sold at premium pricing.

7. BHM reserves the right at its sole discretion to terminate this advertising agreement for any reason it deems necessary. BHM also reserves the right, at its sole discretion, to edit or rewrite any copy or art submitted for publication which does not meet BHM standards. BHM also reserves the right to refuse service to any person or company for any reason.

8. The sole liability of BHM for failure to publish any ad shall be limited to the cost of the advertising space, which if prepaid, will be refunded or traded in like-kind for future ad space.

9. BHM assumes no responsibility for errors which do not affect the value of the advertisement. In no event will BHM be liable for more than the price paid for the advertising space. For digital Ads, the error may be corrected upon discovery, allowing for what may be a prorated partial discount where applicable. All claims for such errors must be made to BHM no later than 10 days after the published in-home date for the printed magazine, and not later than 10 days after the digital Ad has been posted.

10. All cancellations must be in writing [email is acceptable] and must be received no later than 7 days before the magazine space and copy date. No verbal orders will be accepted. Any cancellation received inside of 45 days from this date will be honored for the next applicable issue outside 7 days.

11. Should an advertiser wish to cancel their contract before fulfilling it in its entirety their ads will be back billed to the next applicable rate card commitment rate, or at the open rate of \$1,600 per full page or \$850 per

½ page. Payment will be due at time of cancellation, and BHM reserves the right to charge the payment source on file.

12. BHM reserves the right to revise advertising rates and/or advertising zones at any time. Current Agreements advertisers will be notified in writing 15 days prior to such a rate adjustment. In the event of a rate increase, even if occurring as a result of a zone change. Advertiser may cancel agreement within a 15-day period, at no penalty. If no notice is received, that first ad published by the Advertiser, after that new rate becomes effective, shall denote acceptance of these new conditions and advertiser will be liable for payment of used space at the new advertising rate.

13. Advertiser warrants and represents that any and all required license, permits, bonds, and insurance are in full force and effect pursuant to local, state, and federal guidelines.

14. Advertiser warrants and represents that all material submitted to BHM is original art or art which Advertiser has legal permission to use and that no art submitted is in violation of any law and does not infringe on copyright, trademarks, trade names, or patents of any type. Advertiser assumes all liabilities for copy and art submitted and agrees to indemnify and hold BHM, its Publisher, Agents, Contractors and Employees harmless against any and all liability, loss and expenses, including but not limited to attorney fees BHM may incur as a result of publishing of any material submitted by Advertiser which is in breach of any warranty contained herein.

15. The copyright of all original material created by BHM or its subcontractors remains the property of BHM and may not be reproduced in any manner, without the expressed written consent of BHM.

16. Artwork and/or imagery supplied by Advertiser becomes the joint property of BHM which has no responsibility to either return or keep such art once it has been published. Advertiser hereby grants that BHM full rights to reproduce in any manner, in whole or in part, and to use such reproduction in any manner, in any and/or art files made available for use in all BHM locations outside Advertiser's print trading zone. Advertiser acknowledges that this permission is granted freely and that no fee will be paid in the event of any use of such artwork.

17. Payment for advertising placed in BHM is due and payable prior to publication of the issue in which the advertising is scheduled to appear. Any unpaid balances will result in a service charge of 1.5% per month (18% annum) or the maximum allowable by state or federal guidelines, whichever is less, and such charges shall become part of any unpaid balance. Additionally, the signing party for the advertiser personally guarantees payment per this Advertising Agreement and applicable Terms and Conditions. Failure to make a payment prior to publication date in no way relieves the Advertiser from the unpaid balance and does not constitute the advertiser's notion to refrain from advertising in that BHM publication. Failure to pay prior to publication date may result in the Advertiser ad not being published.

18. BHM reserves the right to enlist the services of any and all appropriate agencies for any unpaid debts per this Advertising Agreement.