

# TRI STATE MEDIA DIRECT LLC LI ADVERTISING AGREEMENT

Main Phone: 631-991-1771

Graphics Ph: 203-836-5552

Billing Ph: 631-877-7656

Fax: 877-757-3075

P.O. Box 322 • Islip NY, 11751

NJ Rep Email: \_\_\_\_\_

D.B.A. DIRECT ADVANTAGE MAGAZINE

YH Rep Phone: \_\_\_\_\_

D.B.A. YOUR HOME & BEYOND MAGAZINE

Business Name:							
Corporate Name:				NEW	EXISTING	SALES REP	
Street:		City:		State:	Zip:		
Authorized Rep or Owner:			Phone:				
Billing Contract:			Cell:				
Email:			Billing/Fax:				
<b>SPECIAL NOTES:</b>				<b>CUSTOMER AD CATEGORY</b>			

AD SIZE	ISSUE #'s	TERRITORY - ZONES	TOTAL # OF ISSUES/PCS	COST PER ISSUE/PC	TOTAL

<b>Copy of Corporate or Personal Check</b>		<b>Needs a #?</b>	<b>Y</b>	<b>N</b>	<b>Call Tracking \$50 per number, per month</b>	
Picked up today: <input type="checkbox"/>	On file: <input type="checkbox"/>	Need to get: <input type="checkbox"/>	<b>Needs a #?</b>	<b>Y</b>	<b>N</b>	<b>Web Tracking \$50 per Tracking URL, per month</b>

### PAYMENT ARRANGEMENTS

Customer will pay via:  -Cash  -Mailing in a check  -Rep picking up  -Credit card

Customer Invoicing:  -Payment Plan  -Per Issue  -Other (specify): \_\_\_\_\_

Balance will be divided into \_\_\_\_\_ payments in the amount of \$ \_\_\_\_\_

Each to be on the \_\_\_\_\_ day of the month, starting in \_\_\_\_\_ and ending in \_\_\_\_\_

Special Billing Instructions:

CREDIT CARD TYPE:	<input type="checkbox"/> -AMEX	<input type="checkbox"/> -VISA	<input type="checkbox"/> -M/C	<input type="checkbox"/> -DISCOVER	<input type="checkbox"/> -ON FILE				
CREDIT CARD NUMBER:					EXP DATE:	/	CSV CODE:		

-Name is same as above  -Billing address is same as above

Name on the card: \_\_\_\_\_ Billing address: \_\_\_\_\_

<b>SUBTOTAL:</b>	
<b>Tax Percentage:</b>	
<b>Sales Tax:</b>	
<b>GRAND TOTAL:</b>	
<b>Deposit:</b>	
<b>Balance Due:</b>	

By signing below, I acknowledge that I have read and agree to be legally bound by all contract terms and conditions contained on page 2. I have received a duplicate copy of this Agreement and I have full power and authority to sign for and bind the advertiser. By signing this Agreement I allow TriState Media Direct LLC (d.b.a. Direct Advantage Magazine and d.b.a. Your Home & Beyond Magazine) to obtain credit bureau reports in connection with review or collection of this account. In addition, I personally guarantee payment of all amounts due pertaining to this contract.

	/ /		
SIGNATURE	DATE	PRINTED NAME	TITLE

# ADVERTISING AGREEMENT

## TRI STATE MEDIA DIRECT LLC

P.O. Box 322 • Islip NY, 11751

D.B.A. DIRECT ADVANTAGE MAGAZINE

D.B.A. YOUR HOME & BEYOND MAGAZINE

Main Phone: 631-991-1771 Graphics Phone: 203-836-5552

Billing Phone: 631-877-7656 Fax: 877-757-3075

### 1. Complete Contract

This Agreement constitutes the entire contract between Tri-State Media Direct LLC d/b/a Direct Advantage Magazine and Your Home & Beyond Magazine, hereinafter referred to as "Magazine" and the Advertiser for the advertising described hereon ("the advertising") and supersedes all prior understandings, oral or otherwise, between the parties. The parties intend to be legally bound by the terms of this Agreement as stated herein.

### 2. Terms

- a. Advertiser hereby applies for the advertising described subject to the payment terms described.
- b. Magazine reserves the right to change advertising rates & any other term in Agreement upon 30-days written notice to Advertiser. Advertiser shall have the right to terminate this Agreement in any such change is not acceptable upon written notice to Magazine within the 30-day period. If advertiser does not notify Magazine such change will be deemed agreed to by the parties. Under any termination of this Agreement by Advertiser or Magazine, Advertiser will continue to be obligated to pay all amounts owing under this Agreement, and to otherwise perform the terms and conditions of this Agreement.
- c. Magazine reserves the right to cancel credit granted to any Advertiser at any time, with or without cause. In the event that payment is not made in accordance with the conditions of this contract, Magazine reserves the right at any time without notice to Advertiser, to cancel or reject all or any of the advertising which is the subject of this Agreement. If any ads are not published due to nonpayment on behalf of the Advertiser, it will be considered a breach of contract and may result in cancellation penalties listed under Section 4. Cancellation/Termination
- d. If any invoice is not paid in accordance with its terms, there shall be added hereto and made an integral part thereof a late charge at the rate of 1.5% per month on the unpaid balance for each month or fraction of a month, that such balance remains unpaid, plus all costs incurred in collection (twenty-five percent collection agency fee), together with attorney's fees of thirty-three percent of such unpaid balance.
- e. Magazine may impose limitations on the number of ACH payments accepted and dollar amount of each payment when using this method of payment. When Magazine receives ACH payment instructions, payment will post within two to five business days of the scheduled date. Business days are considered Monday through Friday, excluding Federal holidays. If any checks are returned as unpaid by the bank for any reason, Advertiser will be charged a return fee of \$35.00 and may also be charged late fees based on terms and conditions of this Agreement.
- f. If credit card or ACH Debit information is provided to Magazine, then Advertiser and the authorized user of such credit card or account hereby authorize Magazine to charge such credit card or account for all amounts which become due to Magazine under this Agreement and future Agreements with Magazine. This authorization can only be revoked by written notice delivered to the corporate office, if and only if their account is not behind in any payments.
- g. Magazine may accept letters, checks or other types of payments showing "payment in full" or using other language to indicate satisfaction of Advertiser's debt ("disputed amounts") without waiving any of Magazine's rights to receive full payment under the terms of this Agreement.
- h. If Advertiser is an agent for the entity on behalf of whom the advertisement is placed, Advertiser shall be liable for complying with all the terms of this Agreement, including payment for all advertising regardless of the entity's failure to pay Advertiser.
- i. The pricing terms offered by Magazine in connection with this Agreement constitute confidential information and may not be disclosed by either party to any third party except as necessary to carry out the terms of this Agreement as required by law.
- j. Advertiser shall be liable for payment of all advertising run pursuant to this Agreement, even if some or all of the advertising is placed on a co-op basis with a third party.
- k. Magazine may, in its sole discretion, edit, classify, or reject at any time any advertising copy submitted by the Advertiser.

### 3. Obligations of Advertiser

- a. Advertiser shall be liable and shall indemnify Magazine for all sales, services or other taxes which are not collected at the time of payment, but which are ultimately determined to be payable in connection with this Agreement.
- b. Advertiser agrees to assume responsibility for all errors in copy, proofed by Advertiser where the advertisement printed corresponds to the approved proof. Advertiser agrees to return proof within 24 hours of its receipt. If Magazine does not receive written notice of corrections within 24 hours, the final proof shall be deemed correct and the ad will be published as the ad appears on the final proof.
- c. Advertiser agrees to notify Magazine in writing within 30 days of any errors or for any request for credit of any kind for any reason.
- d. Advertiser agrees to payment arrangements on page one of the contract and agrees not to withhold payment for any reason. It is understood that the payment is due in full for all ads that have gone to print. Advertiser agrees to pay in full for ads they may have wished to cancel but did so after the print deadline.
- e. Advertiser grants permission to Magazine to run automatically process payments that are past due more 30 days past due by either credit card on file, electronic check or ACH regardless of any requests whether verbal or written that may come in the future. Magazine agrees to use its best efforts to work with advertiser on payment arrangements that may not be set forth; however if those agreements are breached by the advertiser, then this contract will supercede that agreement and payment will be processed in full.
- f. Should this account be sent to a collection agency, Advertiser agrees to pay an additional twenty-five percent of their open balance to cover collection costs.
- g. Should legal proceedings need to take place, Advertiser agrees to pay an additional thirty-three percent of their open balance to cover legal costs.

### 4. Cancellation/Termination

- a. Advertiser may cancel contract without penalty within three calendar days of signing, if no ad copy has been submitted. All cancellations must be in writing and sent to the corporate office to the attention of the Accounts Receivable Department. Cancellations can also be faxed to 1-877-757-3075.
- b. On the fourth day after signing, cancellation of the Agreement by the advertiser will result in:
  - i. If no ad copy has been submitted, a \$500.00 minimum cancellation charge will apply.
  - ii. If ad copy has been submitted and Advertiser cancels this Agreement, Advertiser will be liable for the full contract value of the ad(s), subject to the minimum.
  - iii. If Advertiser cancels this Agreement, and Advertiser has benefited from a multi-issue discounted rate, Advertiser will be charged an additional 50% of the contracted value of all unpublished ads, in addition to (i) or (ii) above, whichever is greater.
- c. Magazine reserves the right to terminate this Agreement in part or in its entirety at any time with or without cause.
- d. Magazine has the right to immediately process any payments due for any printed ads and or late fees in full by either any credit card on file, check processing systems or ACH upon cancellation of the contract by either party.

### 5. Disclaimer of Warranties and Limitations of Tri-State Media Direct LLC d/b/a Direct Advantage Magazine and Your Home & Beyond Magazine's Liability Liability

- a. Magazine makes no warranties, express or implied, with respect to results Advertiser may obtain through products and services supplied by Magazine.
- b. Magazine intends to use its best efforts to ensure that all advertising is carried out in accordance with this Agreement; however, it is possible for errors, omissions or other mishaps to occur. Magazine shall have no liability in such a case. Magazine does not guarantee exact color matches, position or exclusivity.
- c. Magazine's liability to Advertiser for delays in publication, failure to include all or any items of advertising in a publication or from errors in the advertising as printed shall not exceed the amount paid for the relevant part of such advertising for the issue in which the errors or omissions occurred. Magazine shall not be required to correct any error or omission in any advertising.
- d. Magazine shall not be liable to Advertiser for any indirect, special, consequential, punitive or other damages.
- e. Advertiser understands that the magazine may not be delivered to consumers' homes for up to 10 days after the projected mail date due to U.S. Postal Regulations.
- f. Magazine reserves the right to increase circulation without notification. If this were to happen there would be no cost to the client unless rate established is based on cost per thousand mailed.

### 6. Copyrights and Trademarks

- a. Advertiser owns and assumes sole responsibility for the protection of its copyrighted material (in any writing, pictorial illustration, etc.) provided for inclusion in its advertising.
- b. Advertiser warrants that it has the right to use any trademark, trade name or service mark in any manner and in accordance with the copy submitted. Advertiser further warrants it has the right to use any name, portrait, picture or illustration shown included in the copy submitted to Magazine. Advertiser agrees to give prompt notice in writing if it should cease to have such right.
- c. Advertiser hereby-agrees to permit Magazine to use, copy and publish any and all writings, illustrations, photographs, trademarks, service marks, names, images, likenesses, musical works, sound recordings, audio-visual works, and any other information or property (whether or not subject to copyright, trademark, or any other intellectual property protection) provided to Magazine by Advertiser in the marketing and promotion of Magazine's business, and hereby agrees to execute any and all instruments necessary to accomplish the same, such as licenses and releases.

### 7. Indemnification

Advertiser agrees to indemnify, defend and hold harmless Magazine from all claims (whether valid or invalid), suits, judgements, proceedings, losses, damages, costs and expenses, of any nature whatsoever (including reasonable attorney's fees) for which Magazine or any of its affiliates, may become liable by reason of Magazine publication of Advertiser's advertising, unless due to Magazine's gross negligence or willful misconduct.

### 8. Ownership of Advertising Materials

- a. All advertising copy which represents the creative effort of Magazine and/or the utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of Magazine including all rights of copyright therein and to the publication in which Advertiser's ad appears.
- b. Advertiser understands and agrees that it cannot authorize photographic or other reproduction, in whole or in part, of any such advertising copy for use in any other medium without Magazine prior written consent.

### 9. No Sequential Liability

Magazine does not accept advertising orders or space reservations claiming sequential liability. This Agreement renders void any statements concerning liability which appear on correspondence from Advertiser or any entity the Advertiser may be representing.

### 10. Force Majeure

Each party's obligation under the advertising Agreement are conditional on strikes, fires, acts of God or the public enemy, war, or any cause not subject to the control of such party.

### 11. Severability

If any paragraph or portion of this Agreement is declared invalid under local law, it is only to that extent to be omitted, and all other Terms and Conditions of this Agreement shall remain in full force and effect.

### 12. Assignment

This Agreement may not be assigned without the express written consent of Tri-State Media Direct LLC d/b/a Direct Advantage Magazine and Your Home & Beyond Magazine.