

CARMEL VALLEY MAGAZINE

THE COMMUNITY MAGAZINE THAT THE COMMUNITY WRITES

AGREEMENT FOR EXTENDED TERM ADVERTISING

between ADVERTISER, of _____, hereinafter referred to as "Advertiser" and Carmel Valley Magazine, of P.O. Box 1714, Carmel Valley, CA 93924, hereinafter referred to as "Publisher," in consideration of the promises made herein, agree as follows:

- The size of the advertising space shall be _____ at the price of \$ _____ each month, or \$ _____ each month for _____ at least six consecutive months.
- The advertising schedule shall be _____ through _____ or until asked to stop in writing.

The magazine is distributed monthly on the first of each month or the first business day thereafter.

- The Advertiser shall submit all advertising copy and art/photos to the Publisher no later than the 10th of the month prior to publication.

Executed on _____, 2007

PUBLISHER

ADVERTISER

Jamison Shea, PUBLISHER

Print Advertiser Name _____

By: **Signature** _____ Phone (_____) _____

Address _____ City _____ State _____ Zip _____

CONTACT person in charge of advertising/marketing _____

E-mail: _____ Cell phone (_____) _____

BILLING AND PAYMENTS The Publisher shall bill the Advertiser for the advertising on a monthly basis. The Advertiser shall make payments to the Publisher for the advertising within 10 days of presentation of the Publisher's bill. In the event that Advertiser fails to timely pay for the advertising within 10 days of presentation of the Publisher's bill, a 5% late charge shall automatically be added to the obligation of the Advertiser for said bill. If Advertiser fails to pay said bill, including the late charge, within 20 days of presentation of the Publisher's bill, Publisher may cancel this Agreement.

ALL DISPLAY ADVERTISING RECIEVES A SERVICE DIRECTORY LISTING FREE

CARMEL VALLEY MAGAZINE

Service Directory Business Listings

BUSINESS LISTING

Business listings with a website can be automatically linked when clicked on by a viewer of the carmelvalleymagazine.net website

50. per month

250. six months paid in advance

TYPE OF BUSINESS

NAME OF BUSINESS

PHONE NUMBER

WEBSITE ADDRESS

CARMEL VALLEY MAGAZINE P.O. BOX 1714 • Carmel Valley • 93924-1714 **831.659.2779** • cvmagazine@mac.com

PLEASE SIGN, MAKE A COPY FOR YOURSELF AND RETURN ORIGINAL—THANK YOU!

CONTRACT IN FULL

CARMEL VALLEY MAGAZINE

Section 1. Description. The Advertiser agrees to use and the Publisher agrees to provide advertising space in Carmel Valley Country ("the Publication"), subject to the terms and conditions of this Agreement, described as follows:

The size of the advertising space shall be (see front page).

The advertising schedule shall be (see front) distributed monthly on the first of each month or the first business day thereafter.

The advertisements inserted shall be printed in 4-color cmyk format on gloss paper stock.

Section 2. Rates. The rates for the advertisements referred to herein shall be according to the rate sheet, attached hereto and hereby incorporated herein by this reference thereto. Publisher may revise the rate sheet by giving written notice to Advertiser at least 30 days prior to the next publication date. In such a case, Advertiser may terminate this Agreement by giving written notice to Publisher at least 20 days prior to the next publication date.

Section 3. Billing and Payments. The Publisher shall bill the Advertiser for the advertising on a monthly basis. The Advertiser shall make payments to the Publisher for the advertising within 10 days of presentation of the Publisher's bill.

Section 4. Failure to Pay. In the event that Advertiser fails to timely pay for the advertising within 10 days of presentation of the Publisher's bill, a 5% late charge shall automatically be added to the obligation of the Advertiser for said bill. If Advertiser fails to pay said bill, including the late charge, within 20 days of presentation of the Publisher's bill, Publisher may cancel this Agreement.

Section 5. Cancellation of Advertising. In the event that Advertiser cancels any advertising that has been pre-paid, Advertiser shall not be entitled to any refund or credit.

Section 6. Content. The Publisher reserves the right to censor, reject, alter, or refuse any advertising copy, in its sole discretion, but no change in advertising copy will be made without the prior consent of the Advertiser.

Section 7. Advertising Appearing to Be News Matter. Any advertising copy resembling news matter or advertisements in cartoon technique or comic strip form must clearly and conspicuously carry the words "Paid Advertising". The Publisher in its sole discretion shall decide whether or not advertising copy is subject to this provision, but no advertising with such a caption shall be printed without the prior consent of the Advertiser.

Section 8. Design. Intricate layouts, copy calling for type to be set on the bias, circles, and other difficult composition and any revision of original copy by the Advertiser after type is set shall be subject to a composition charge in addition to the rates specified herein.

Section 9. Submission in Advance. The Advertiser shall submit all advertising copy to the Publisher no later than the 10th of the month prior to publication.

Section 10. Failure to Submit on Time. In the event the Advertiser fails to submit advertising copy within the time limit contained in Section 9,

the Publisher shall have the option of inserting any copy previously used by the Advertiser or of declining to publish any advertisement for the Advertiser in that issue. If the first alternative is followed, the Advertiser shall pay to the Publisher the full amount of the contract price herein contained for the advertising. If the second alternative is followed, the Advertiser shall pay the full amount of the contract price herein contained for the advertising, less any sum received by Publisher through reasonable efforts for that same space. In such a case, Publisher will bill Advertiser for the balance of the contract price not received as a result of re-selling that same space.

Section 11. Deletion of Advertisement. The failure of the Publisher to insert any advertisement in any issue of the Publication shall be deemed immaterial, and shall not be considered a breach of this Agreement, nor shall the Publisher be liable for damages resulting from that failure. If copy for an advertisement is submitted in accordance with the provisions of this agreement and is omitted from the Publication, the identical advertisement or an advertisement of the same size will be published by the Publisher in the next issue of the Publication and the term of this Agreement shall be extended one month.

Section 12. Advertiser Responsible for Advertising Copy. The Advertiser assumes full and complete responsibility and liability for the content of all advertising copy submitted, printed, and published pursuant to this Agreement, and shall indemnify and hold the Publisher harmless against any demands, claims, or liability thereon. The Advertiser shall reimburse the Publisher for any amount paid by the Publisher in settlement of claims or in satisfaction of judgments obtained by reason of publication of advertising copy, and for all expenses incurred in that regard, including, but not limited to, attorney's fees and costs of litigation.

Section 13. Force Majeure. The Publisher shall not be responsible or liable for any damages to the Advertiser by reason of a failure to insert any advertisement provided for herein because of any labor dispute, strike, war, riot, insurrection, civil commotion, fire, flood, accident, storm, or any act of God, or any other cause beyond the control of the Publisher, including but not limited to computer crashes. In such an event, the Publisher shall have the option of having the advertisement inserted in a future issue of the Publication on the terms and conditions contained herein and the term of this Agreement shall be extended one month.

Section 14. Entire Agreement. This writing contains the entire agreement of the parties. No representations other than those expressly set forth in this agreement were made or relied upon by either party. No agent, employee, or other representative of either party is empowered to alter any of the terms of this agreement, unless done in writing and signed by an executive officer of the respective parties.

Section 15. Controlling Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

Section 16. Failure to Object Not a Waiver. The failure of either party to this Agreement to object to, or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this agreement shall not be construed as a waiver of any such rights or of any future breach or subsequent wrongful conduct.