



1095 Meigs Street
Rochester, New York 14620-2405
(585) 442-6371 Fax
(585) 442-6370 TTY

THE DEAF COMMUNITY'S #1 MAGAZINE

ADVERTISING SCHEDULE AND CONTRACT

Prices effective as of July 1, 2004

ADVERTISING RATES

(Trim size: 5.827" width by 8.268" height;
with margins: vital area size: 5" width by 7.25" height)

- CENTER SPREAD** (11.654w x 8.268h).....\$1650.00
 - 4-COLOR*.....\$1900.00
 - OTHER SPREAD** (10 2/3w x 7.25h).....\$1500.00
 - 4-COLOR*.....\$1800.00
 - BACK COVER** (5.827w x 8.268h).....\$1800.00
 - 4-COLOR*.....\$1995.00
 - FULL PAGE** (5.827w x 8.268h, bleed)\$1250.00
 - 4-COLOR*.....\$1500.00
 - FULL PAGE** (5w x 7.25h, with margins).....\$1050.00
 - 4-COLOR*.....\$1250.00
 - HORIZONTAL 1/2 PAGE** (5w x 3.5h)\$780.00
 - 4-COLOR*.....\$1255.00
 - VERTICAL 1/2 PAGE** (2-3/8w x 7.25h).....\$780.00
 - 4-COLOR*.....\$1255.00
 - 1/4 PAGE** (2-3/8w x 3.5h).....\$500.00
 - 4-COLOR*.....\$955.00
- *All 4-color prices negotiable

STARTING ISSUE

(Please indicate in which issue you want ad to begin)

<input type="checkbox"/> JAN	<input type="checkbox"/> FEB	<input type="checkbox"/> MAR	<input type="checkbox"/> APR
<input type="checkbox"/> MAY	<input type="checkbox"/> JUN	<input type="checkbox"/> JUL	<input type="checkbox"/> AUG
<input type="checkbox"/> SEP	<input type="checkbox"/> OCT	<input type="checkbox"/> NOV	<input type="checkbox"/> DEC

Payment arrangements are as noted:

(to be completed by MSM Productions, Ltd.)

- Prepayment of ___ month/s required with ad submission
 - An invoice will be sent with magazine (tearsheet)
- (Net 30 days; 10% penalty for past-due accounts to 60 days)

➤ See complete Terms and Conditions on reverse
Return *white* and *yellow* copies; *pink* copy is for your records.
Rates effective as of July 2004

"TWELVE-MONTH SPECIAL"

(FREQUENCY DISCOUNT RATES)

Discount rates are available upon request.
Please fax us for a price quote.

- CENTER SPREAD.....\$_____00
- SPREAD.....\$_____00
- FULL PAGE.....\$_____00
- HALF PAGE.....\$_____00

STARTING ISSUE

(Indicate in which issue you want ad to begin)

<input type="checkbox"/> JAN	<input type="checkbox"/> FEB	<input type="checkbox"/> MAR	<input type="checkbox"/> APR
<input type="checkbox"/> MAY	<input type="checkbox"/> JUN	<input type="checkbox"/> JUL	<input type="checkbox"/> AUG
<input type="checkbox"/> SEP	<input type="checkbox"/> OCT	<input type="checkbox"/> NOV	<input type="checkbox"/> DEC

Account Name

Agency Name (if applicable)

Contact Name

Contact Address

Contact City

Contact State/ZIP

Contact Phone/TTY

Contact Fax

Contact E-mail address

Advertiser/Agency Representative Signature

Date

Advertiser Terms and Conditions

MSM Productions, Ltd., hereafter named the "Publisher" and the Advertiser, hereafter named the "Client" indicated on the signed contract on the reverse, agree to the following terms and conditions:

1. **ORDER:** The Contract rate is for space only, based on receiving camera-ready or electronic file copy and materials. If the Advertisement requires typesetting, paste-up, or other production work to any degree whatsoever, it will be subject to production charges that are separate from, and in addition to, space charges and will be billed according to the production charge schedule in effect at the time the production work is done.
2. **PAYMENT FOR SERVICES:** Client shall pay, if any, all applicable sales or other taxes on ads placed. The Publisher and Client agree that payment for advertising will be by insertion, and should MSM Productions, Ltd. publish the Advertisement without advance payment by the Client, all charges are due to Publisher within 30 days of the date of the invoice to the Client. If this contract is signed by an Advertising Agency, Publisher reserves the right to hold the Client and/or such Advertising Agency jointly and severally liable for such monies as are due and payable, and such Advertising Agency expressly guarantees the obligation of Client hereunder. Upon (a) default by Client in the payment of an invoice or invoices, (b) breach of the terms or conditions of this contract by Client or (c) conditions under which the Publisher shall determine that the credit of Client may be substantially impaired, Publisher may cancel and terminate this contract at any time, or if waived, Publisher may require payment for further advertising under this Contract upon such terms as it may see fit.
3. **DEFAULT:** Client and/or Advertising Agency agree to pay all costs of collection, including all court costs and reasonable attorney's fees, whether or not suit be filed. A 10 percent (10%) service charge will be added to account balances not paid within thirty (30) days of invoice date, and at a rate of 10% per day after 60 days. An Advertising Agency commission of 15 percent (15%) of gross billing is allowed to recognized agencies of record provided the account is paid within sixty (60) days of the invoice date and will be added back to the invoice. Other charges such as production charges, insert handling, and other mechanical charges are not commissionable. There will be no commission for any ad that must be corrected or revised by Publisher.
4. **SPACE RESERVATION:** Space Reservation deadline is the first day of the month prior to the month of publication. Any changes in the written specifications and/or schedule or cancellations must be in writing and must be received by the Publisher's Sales Representative prior to such deadline. In the event an ad is not received by deadline, Client shall nevertheless be billed according to this contract, and Publisher may, at its option, repeat a prior ad of Client. Ads canceled after space reservation deadline will be billed at one hundred percent (100%).
5. **FULFILLMENT:** If this contract is not fulfilled for any reason, the Client will be short rated, charged the highest applicable earned rate, which means that the rate on past and subsequent insertions will be readjusted to conform with the actual space used when it is less than the space originally contracted for by the Client.
6. **AUTHENTICITY:** The individual signing this contract warrants that he or she has read the Terms and Conditions of this Contract and has the authority to so sign. If entered into by an Advertising Agency or Agent, such Advertising Agency or Agent warrants that it serves as an agent of the ultimate Client and has authority to enter into this Contract. Such Advertising Agency or Agent further guarantees payment of all sums due by Client hereunder, notwithstanding any disclaimer or limitation of liability in any insertion order or document.
7. **RIGHT TO REFUSE UNACCEPTABLE ADVERTISING:** Publisher reserves the right to refuse any advertising request, for any reason, at its sole discretion, or to cancel advertisements that violate the Contract.
8. **TRUTH IN ADVERTISING/INDEMNIFICATION FOR LIABILITY:** Client and/or its agencies are solely responsible for any legal liability arising out of or relating to (a) the Client's Advertisement, and/or (b) any material to which users can link through the Client's Advertisement. Client represents and warrants that it holds the necessary rights to permit the use of the Client's Advertisement and Link for the purpose of this Contract; and that the use, reproduction, distribution, or transmission of the Client's Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, violations on Intellectual Property such as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation, of any anti-discrimination law or regulation, or any other right of any person or entity. Client agrees to indemnify Publisher and to hold Publisher harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by Publisher arising out of or related to Client's breach of any of the foregoing representations and warranties.
9. **ASSIGNMENT:** Client may not assign this agreement, in whole or in part, without Publisher's written consent. Any attempt to assign this Contract without such consent will be considered null and void.
10. **LIMITATION ON DAMAGES:** Publisher will in no event be liable to Client for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not Publisher has been advised of the possibility of such damage. Publisher exercises no control whatsoever over the content of the information passing through Publisher; makes no warranties of any kind, whether expressed or implied as to the availability, accuracy, or content of the information, products or services it is providing; will not be responsible for damages Client may suffer including loss of data resulting from delays, nondeliveries, misdeliveries, or service interruptions caused by its own negligence or Client errors in transmission; and specifically denies any responsibility for the accuracy or quality of information obtained through its services. Any liability of Publisher, including without limitations any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of or unauthorized access to, alteration of, or use of records, whether for breach of contract, improper behavior, negligence, or under any other cause of action shall be strictly limited to the amount paid for by or on behalf of the Client. Publisher in no way guarantees or warrants any specific results or benefits to the Client from the placement of advertising. In no event shall Publisher or its assignees, be liable for any loss of profit or any other commercial damage, including not but limited to special, incidental, consequential or other damages even if Publisher has been advised of the possibility of such damages.
11. **ENTIRE AGREEMENT:** This Contract and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, provided that all pricing will be governed by Publisher's Client Rate Card, whether electronically printed or printed on paper. The terms and conditions of this Contract will prevail over any contrary or inconsistent terms in any purchase order. This Contract may only be modified, or any rights under it waived, by a written document executed by both parties.
12. **SERVICES PROVIDED:** Publisher makes no guarantee of results regarding placement of Advertisement in its print publication(s). Publisher shall not be held liable for any claims as they relate to Advertisement results. Publisher reserves the right to make changes to the advertising program and to its print publication(s) at any time without notice.
13. **APPLICABLE LAW:** The substantive Law of New York State shall control all questions relating to the construction, operation, validity, and performance of this agreement. In the event any provision of this Contract is held to be invalid or too broad to permit enforcement to its full extent, then such provision and the remaining provisions shall be enforced to the maximum extent of the law. In the event of litigation both parties agree that the Law of New York shall apply and both parties consent to the jurisdiction of the state courts venued in Monroe County, New York, or in the event of federal jurisdiction, the United States District Court for the Western District of New York in Rochester, New York. Both parties expressly waive a jury trial.
14. Use of MSM Productions, Ltd. services constitutes acceptance of these Terms and Conditions as stated above.