

## Advertising Insertion Order

### Reserve space for:

Business/  
Customer \_\_\_\_\_  
Contact \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
E-mail \_\_\_\_\_

### Billing address:

Name of  
Agency \_\_\_\_\_  
Name/Contact \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
E-mail \_\_\_\_\_

### Issues of Insertion:

Dec\_\_\_\_/Jan \_\_\_\_  Feb/Mar \_\_\_\_  Apr/May \_\_\_\_  Jun/July \_\_\_\_  Aug/Sep \_\_\_\_  Oct/Nov \_\_\_\_

### Size of Ad: Please Indicate V-vertical H- horizontal B-box

Full  2/3 pg \_\_\_\_  1/2 pg \_\_\_\_  1/3 pg \_\_\_\_  1/4 pg  
 1/6 pg \_\_\_\_  1/12 pg  1/24 pg (Mini-Biz)  Other \_\_\_\_\_  
 7 LINE LISTINGS - 250 - 280 Characters, (including spaces), approx 35 words, 7 lines.  
 3 LINE LISTINGS - 100 - 120 Characters, (including spaces), approx 15 words, 3 lines.

### Color / Bleed

4/C (must be CMYK build)  Black/White  Spot (add 10% per color)  Bleed (add 10%)

### Cover Position and Prime Position Requested: (based on availability)

Cover 2 (inside front)  Cover 3 (inside back)  Cover 4 (back cover)\*  
 Pages 2 – 9  Other \_\_\_\_\_

\*The mailing label is applied to the bottom, right corner of cover 4 (back cover); when designing the ad, allow a white space approximately 4" wide by 1.25" high for mailing label.

**Materials:**  Camera Ready  FWM to build ad  Logo on Disc/Email  Photos needed to build ad  
 Please email logo, photos, verbiage or camera ready art to anthony@floridawisemagazine.com

### Notes / Comments:

All ads must be paid prior to publication. Monthly billing option is available with authorized credit card payments.

<b>Per Issue Rate</b> <small>(From Rate Sheet)</small>	\$
<small>(Agency/Discount if applicable)</small>	— \$
<b>Gross Per Ad</b>	= \$
<b>Number of Issues</b>	X
<b>Total Cost of Ad(s)</b>	= \$
<b>Setup Fee</b>	+ \$
<b>Total Cost Due Now</b>	= \$

<input type="checkbox"/> <b>MC</b>	<b>CC#</b>		
<input type="checkbox"/> <b>Visa</b>	<b>Exp. Date</b>	<input type="checkbox"/> <b>Check #</b> _____	<input type="checkbox"/> <b>Cash</b>
<input type="checkbox"/> <b>I Authorize Monthly Credit Card Charges</b>			
<b>"BILLING ADDRESS" NAME/CONTACT, ADDRESS &amp; ZIP MUST MATCH CREDIT CARD</b>			

I have read the advertising agreement and supplemental information, approve of the content, agree to the terms and conditions set forth within these documents, and am authorized to order placement of the above ad(s).

**Monthly Billing Option (Must supply credit card info)**

<b>Monthly Rate</b> <small>(Gross Per Ad divided by 2)</small>	\$
<b>Number Of Months</b> <small>(Number of Issues X 2)</small>	
<b>TOTAL OF 1<sup>ST</sup> MONTHS' CHARGES DUE NOW</b> <small>SEE SUPPLEMENTAL INFORMATION "M"</small>	\$(Monthly Rate + Setup Fee)

**Name (print) X** \_\_\_\_\_  
**Signature X** \_\_\_\_\_  
**Title X** \_\_\_\_\_ **Date X** \_\_\_\_\_  
**FWM** Auth. Signature \_\_\_\_\_ **Rep.** \_\_\_\_\_

## ADVERTISING AGREEMENT

1. **SERVICES.** Advertiser and its promotional agency (if any), jointly and severally, engage(s) FloridaWise Magazine ("Owner") for placement of advertisement in FloridaWise Magazine for a term set forth by this contract. The magazine shall be published bi-monthly and be distributed approximately the 1st week of each scheduled month of publication, unless noted otherwise herein. The magazine will also be published on Owner's website.
2. **PAYMENT.** See supplemental information stated herein.
3. **RELATIONSHIP.** The parties hereto intend only an arms-length contractual advertising relationship and not a partnership or joint venture.
4. **PROPRIETARY RIGHTS.** Advertiser agrees that all information on owner's websites is proprietary and belongs to owner and owner agrees that all information contained on the advertiser's website, when applicable, is proprietary to advertiser.
5. **LICENSING.** Advertiser is actively licensed by any and all governmental bodies which may govern the conduct of advertiser in rendering its services or selling its goods which are offered in its advertising. Advertiser's licensure is not under investigation, suspension, enforcement revocation. Advertiser agrees to notify owner of any change in these facts.
6. **INDEMNIFICATION.** Advertiser shall defend, indemnify and hold harmless owner from any losses, damages or claims, including attorneys' fees, arising from or relating to the services provided by advertiser to the public or from any erroneous information included in advertiser's online or print advertising, whether in Owner's website, publication(s) or advertiser's website.
7. **LIMITATION OF LIABILITY.** Owner's liability is limited to a refund of any unused and prepaid advertising fees. Owner shall not, for any reason nor under any circumstances, be liable for incidental, consequential, special or exemplary damages to advertiser. Advertiser's signature on a proof copy of the advertiser's ad or electronic email or text approval shall be deemed approval of the ad and shall constitute a waiver of any and all claims for errors in that ad. Ad copy will only be changed if requested and changes submitted by deadlines stated herein.
8. **ADVERTISER AND AGENCY LIABILITY.** In the event that Advertiser's promotional agency shall place an ad hereunder on behalf of the advertiser, it is hereby acknowledged and agreed that both the advertiser and the agency are jointly and severally liable for payment hereunder to FloridaWise and agency hereby warrants and represents that it is acting on behalf of, and with the knowledge of the advertiser regarding this agreement and regarding this paragraph 8. The advertiser and/or agent, by submitting their advertising for publication, represents that all facts stated in the advertisement are true and correct and that there will be no libel, invasion of the rights of privacy or publicity, or infringement of any trademark, copyright of other intellectual property right with respect to any person, partnership, corporation or other entity. The advertiser and advertising agency assume all liability for all content (including text representation and illustrations) of advertisements printed and preprinted material distributed, and also will assume all responsibility for any claims made against FloridaWise Magazine, it's agents or representatives as a result of printing this advertising.
9. **INDEPENDENT COUNSEL.** Advertiser and agency hereby acknowledge that (a) they were advised to have independent counsel review this agreement and that they each have read and understand the terms and conditions contained herein, including the supplemental information attached hereto. (a) This agreement shall be governed by Florida law and only the Florida courts sitting within Palm Beach County shall have jurisdiction over the parties hereto. (b) This is the entire agreement by and between the parties; (c) If any provision hereof shall be deemed invalid or unenforceable, then the remaining portions shall remain valid and enforceable, nevertheless, (d) If a dispute arises hereunder the prevailing party shall be entitled to recover reasonable attorneys fees; (e) the captions used in this agreement are for convenience only and shall not be used to construe the agreement; (f) this agreement supersedes all prior agreements, written or oral regarding the same insertion; (g) this agreement shall inure to the benefit of owner, its successors and assigns; (h) This agreement cannot be modified, amended or changed except by a writing signed by the party to be charged; (i) no ambiguity contained herein shall be construed against one party over the other based upon who drew this agreement; (j) for purposes hereof, a faxed signature shall be deemed an original.

## SUPPLEMENTAL INFORMATION

- A. **MONTHLY RATES** – (Dependent on frequency and duration) 2 months commitment, 4 months commitment, 6 months commitment, and/or 1 year commitment. Owner reserves the right to revise advertising rates at any time by giving advertisers 30 days written notice.
- B. **FREQUENCY RATES** – All contracts must be completed within 12 months from first insertion to earn frequency rates.
- C. **PREFERRED POSITION** – Orders specifying positions are accepted only on a request basis and according to availability however, specific position is not guaranteed, nor is advertising accepted subject to position. Advertising must be paid regardless of position.
- D. **LIABILITY** – Owner reserves the right to reject any advertisement or editorial. All advertisements and editorials are accepted and published by the publisher upon representation that the agency (if any) and advertiser are authorized to publish the entire contents and subject matter thereof. The agency and advertiser jointly and severally assume liability for any and all claims arising there from. Advertiser agrees to have ownership or legal permission of use and to take full responsibility and liability for any materials, photos or information supplied by advertiser to owner for use within owners' publication or website. Advertiser represents that all facts stated in the advertisement or editorial are true and correct and that there will be no libel, invasion of the rights of privacy or publicity, or infringement of any trademark, copyright of other intellectual property with respect to any person, partnership, corporation or other entity. The Owner will not be liable for failure to publish any advertising because of acts of God, war, fires, floods, strikes, work stoppages, breakdown of equipment or software, or any other causes beyond our reasonable control.
- E. **FREQUENCY** – Published Bi-monthly. Distributed approximately the first week of the month of issue date.
- F. **CLOSING DATE** – 1st of month prior to publication. i.e. November 1st for the December/January issue.
- G. **DEADLINES** – Space reservation due by the 1<sup>st</sup> of the month 1 month prior to publication, new layouts and materials due by the 8th of the month 1 month prior to publication. Signed and approved proofs must be submitted within two days of receipt unless otherwise noted.
- H. **EXISTING CLIENTS** – Changes to their ad due by the 1st of the month prior to publication. Signed and approved proofs must be submitted within two days of receipt unless otherwise noted.
- I. **CAMERA READY ART** – Due by the 8th of the month prior to publication.
- J. **CANCELLATIONS** – Advertiser (or agency/agents) may not cancel after closing date. If advertiser cancels advertiser will be charged for the space used at prorated rate sheet pricing less any discounts offered at execution of contract. Publisher is not responsible for cancellations over the phone. ALL cancellations must be in writing and received prior to closing date.
- K. **MATERIAL DEADLINE** – Materials must be received by said deadlines. Materials received after deadline will be subject to a late charge and may not be published until the following edition. If, by said deadlines, owner has not received from advertisers copy, changes or materials that, in its sole discretion, it deems acceptable for publication, it may repeat advertiser's most recent advertisement or publish advertiser's name charging the agency or advertiser for the space contracted.
- L. **PAYMENT** – Payment for total cost of ad(s) at full term of contract is due upon execution and acceptance of contract by cash, check or credit card.
- M. **MONTHLY BILLING OPTION** – To be eligible for monthly billing, credit card information MUST be supplied. Advertisers who opt for monthly billing to be paid with credit card authorize Owner to charge credit card monthly on or about 1<sup>st</sup> week of each month prior to publication for term of contract. The 1st months' charges plus Setup fee (if applicable) will be charged upon execution and acceptance of contract. Advertisers with approved credit may be approved for monthly billing.
- N. **LATE FEES** – A finance charge of 1.5% per month/18% per year will be charged each month on all amounts past due.
- O. **BANK CHARGES** – \$30 surcharge for all returned checks.
- P. **COMMISSIONS** – 15% to recognized agencies within 30 days.
- Q. **EDITORIAL AND ADVERTISING SUBMISSION STANDARD** – Advertisers must comply with the rules of Owner's Editorial and Advertising Submission Standards. Advertisers supplying editorial must abide by Owner's Editorial Submission Standards.