Terms and conditions governing advertisements in Bride & Groom[™] Magazine

These conditions shall apply to all advertisements accepted for publication.

- All advertisements are accepted subject to Chevalier Associates, Inc.'s (herein known as the Publisher) approval of the copy and to the space being available.
- Advertisers wishing to include a competition or special offer of merchandise other than that normally associated with the advertised product must submit full details at the time of space reservation.
- Agency-specific information:
 - Agency and National Advertising: All rates published in the Bride & Groom™ Rate Card are net, non-commissionable. Upon request, agencies will be billed at the gross commissionable rate of 17.65% above open rates.
 - Advertising agencies submitting contracts that disclaim dual liability or request third-party billing will need to obtain a letter of guarantee from the client. This letter will specify that the client is liable for payment, within Publisher's specified terms, of all ads placed through the agency. Failure to secure this letter will necessitate prepayment of all advertising.
 - In the event an order is placed by an Agency on behalf of the Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of the Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both the Advertiser and the Agency.
- 4. New advertisers and/or previous advertisers without credit approval are required to submit full payment with the first insertion order and will thereafter be billed on publication date (or whenever we bill) provided credit references are acceptable. Otherwise, further advance payment may be required.
- Bills rendered monthly payable net 30 days before date of invoice. Monthly interest of 1.5% (or maximum interest allowed by law) will be charged on unpaid balance over 60 retroactive days (payable in US funds only).
- Production charges will be applied to any advertisements that do not meet publisher's specifications for camera-ready files. (See Rate Sheet for list of charges.)
- All rates quoted are subject to change in accordance with any general rate change. Contracted advertisers will be notified in advance of rate changes.
- Once an account is delinquent, the Publisher has the right to demand payment in full. All sums then owing are immediately due. If the account is placed for collection, a 20% collection charge will be added to the account.
- If an advertisement is scheduled for a given issue and new copy instructions are not received by the issue's closing date, the most recently run advertisement will be repeated. Applies to current, contracted advertisers.
- The Publisher reserves the right to cancel an advertisement at any time for credit reasons or any other reasons of propriety we deem appropriate.
- 11. Cancellations: Ad order cancellations must be received in writing on or before the issue deadline. Advertiser is liable for the full ad price if the ad is cancelled within 45 days of publication. Orders for inserts and covers are non-cancelable.
- 12. Insert rates apply to bound-in cards. Positions are limited and reservations must be confirmed with a signed, written insertion order and received 30 days prior to issue closing. A facing full page of advertising must accompany the card insertion. Various size inserts (including full page) may be available.
- 13. Orders that contain rates that vary from the rates listed herein shall not be binding on the Publisher and may be inserted and charged for at the actual schedule of rates. Contact your sales representative for the most current rates.
- 14. Advertisements that simulate editorial content must be clearly defined and labeled "ADVERTISEMENT" and the Publisher may, at their sole discretion, so label such copy.
- 15. In the event of errors in or omissions of any advertisement(s), the Publisher's liability shall not exceed a refund of amounts paid to the Publisher for the advertisement. The Publisher is not responsible for errors in key numbers or for any error due to illegibly written copy.

- 16. The Advertiser and its Agency, if there be one, each represent that any advertising (including product samples) submitted complies with all applicable laws and regulations and does not violate the rights of, and is not harmful to, any person, corporation or other entity. As part of the consideration to induce the Publisher to publish such advertisement, the Advertiser and its Agency, if there be one, each agrees jointly and severally to indemnify and save harmless the Publisher together with their employees and representatives, against all liability, loss, damage, and expense of any nature, including attorneys' fees, arising out of any claims for libel, invasion of privacy, copyright or trademark infringement and/or any other claim or suit that may arise out of the copying, printing, publishing, distribution or transmission of such advertisement.
- 17. The Advertiser and its Agency, if there be one, agree to be jointly and severally liable for the payment of all bills and charges incurred for each advertisement placed on the Advertiser's behalf. Advertiser authorizes the Publisher, at their election, to tender any bill to the Agency, and such tender shall constitute due notice to the Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of the Advertiser and Agency. Payment by the Advertiser to the Agency shall not discharge the Advertiser's liability to the Publisher. The rights of the Publisher shall in no way be affected by any dispute or claim between the Advertiser and the Agency.
- 18. The Advertiser or Agency may not use any advertising space either directly or indirectly for any business, organization, enterprise, product, or service other than that for which the advertising space is provided by the Publisher, nor may the Advertiser or Agency authorize any others to use any advertising space.
- 19. The Advertiser and/or Agency agrees to pay the Publisher for it's attorneys' fees and costs in collecting any unpaid charge or portion of the charge for any advertisement.
- The Publisher reserves the right to use any of the commercially accepted printing processes.
- 21. The copyright in any advertisement created by the Publisher is owned by the Publisher and may not be otherwise used by the Advertiser without the prior written consent of the Publisher. The Advertiser and/or Agency agree that any advertisements published may, at the option of the Publisher, be included in all media, whether now in existence or hereafter developed, in which the issue containing the advertisement is published, reproduced, distributed, displayed, performed, or transmitted, in whole or in part. Advertisers may purchase the copyright of any advertisement created by the Publisher. Contact your representative for prices.
- 22. Rates and units of space are effective with the January 2008 issue. Announcement of any change in rate will be made 30 days in advance of the closing date for the first issue affected by such new rates. Orders for issues thereafter will be at the rates then prevailing.
- 23. The foregoing terms and conditions shall govern the relationship between B&G and/or Publisher and the Advertiser and/or Agency. The Publisher has not made any representations to the Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing by the Publisher, no other terms or conditions in contracts, orders, copy, instruction, or otherwise will be binding on the Publisher.

Send all advertising copy, correspondence and payments to: Chevalier Associates, Inc.

334 Boston Turnpike Shrewsbury, MA 01545

Overnight delivery: (same address)

(888) 774-3976 • (508) 770-0092 • Fax: (508) 770-0065 www.bridegroommag.com