

# TOPANGA JOURNAL®

PO Box 815 • Topanga, CA 90290 •  
PH: 424-388-8323 • daylightsymphony@gmail.com

## INSERTION ORDER & ADVERTISER AGREEMENT

PLEASE PRINT, SIGN, SCAN AND EMAIL ALL (4) PAGES TO: daylightsymphony@gmail.com

### INSERTION ORDER:

I (herein referred to as “Advertiser”) agree to purchase advertising in *Topanga Journal* magazine (herein referred to as “Publisher”), published by Ruptured Media, LLC on the following terms and conditions:

Date: \_\_\_\_\_ Ad Executive: \_\_\_\_\_  
Advertiser: \_\_\_\_\_ Authorized Rep: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone / Fax: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_ email: \_\_\_\_\_

**1. PAYMENT TERMS:** Advertiser must pay in advance. Payment must be received by the Ad Close deadline as set forth in the media kit. Publisher shall have the right to hold Advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to Publisher for advertising which Advertiser or its agency ordered and/or which was published. Publisher will send Advertiser an invoice that must be paid by the Ad Close Date. If the invoice is not paid by the Ad Close date, the card on file will be charged. **GUARANTEED PLACEMENT FEE of 10%** is added if Advertiser chooses a preferred ad positions (e.g. BACK COVER, INSIDE FRONT COVER PAGE 1, INSIDE BACK COVER, etc.)

**2. PRE-PAYMNET DISCOUNT:** Advertiser payments made prior to Ad Close dates receive a 5% discount.

**3. FIRST TIME CLIENTS:** For first-time clients, 50% payment will be charged to credit card upon receipt of signed insertion order, unless the insertion order is received on ad close date, at which time the full charge will be billed as agreed herein.

**4. PUBLISHER’S DISCRETION:** If alternate payment arrangements other than credit card are made with publisher, at the publisher’s discretion, a current credit card number on file is required as security.

**5. RIGHT TO WITHHOLD:** Publisher reserves the right to withhold advertising for any account with an outstanding invoice beyond the Ad Close deadline. Overdue accounts may be charged 1-1/2% per month or the maximum legal rate of interest allowed by law for all past due invoices. In the event that Publisher initiates commercial collection or legal proceedings to collect any amount due under the agreement, advertiser agrees to pay reasonable attorney’s fees or collection fees of 20% of the unpaid balance plus any other court costs and charges incurred.

Credit Card # \_\_\_\_\_ VISA MC DISC AMEX

Exp Date \_\_\_\_\_ CVV \_\_\_\_\_ Billing Zip \_\_\_\_\_

Name on Card \_\_\_\_\_

Authorized Signature \_\_\_\_\_

<b>ADS</b>	<b>F</b>	<b>M</b>	<b>A</b>	<b>M</b>	<b>J</b>	<b>J</b>	<b>S</b>	<b>O</b>	<b>N</b>	<b>D</b>
INSIDE FRONT COVER P. 1 OR 2 color: <b>\$900</b>										
BACK COVER color: <b>\$1000</b>										
INSIDE BACK COVER color: <b>\$900</b>										
2 PAGE SPREAD color: <b>\$1400</b>										
1/2 PAGE SPREAD color: <b>\$800</b>										
1/2 PAGE SPREAD b&w: <b>\$700</b>										
FULL PAGE color: <b>\$800</b>										
FULL PAGE b&w: <b>\$700</b>										
1/2 PAGE STANDARD color: <b>\$800</b>										
1/2 PAGE STANDARD b&w: <b>\$700</b>										
1/2 PAGE color: <b>\$400</b>										
1/2 PAGE b&w: <b>\$300</b>										
2/3 PAGE color: <b>\$350</b>										
2/3 PAGE b&w: <b>\$250</b>										
1/3 PAGE color: <b>\$300</b>										
1/3 PAGE b&w: <b>\$200</b>										
1/4 PAGE color: <b>\$250</b>										
1/4 PAGE b&w: <b>\$150</b>										
1/8 PAGE color: <b>\$80</b>										
1/8 PAGE b&w: <b>\$60</b>										
INSERT color: <b>\$2500</b>										
<b>TOTAL</b>										

## ADVERTISER AGREEMENT:

**1. INDEMNITY:** Advertiser's materials are accepted and published upon the representation that the advertiser has the right to authorize publication of all contents of the advertisement and the representations made therein do not infringe or damage any third party. The advertiser and its agency, if there is one, each represent that it is fully authorized and/or licensed to publish the entire contents and subject matter contained in its advertisement including 1) the names, portraits and/or pictures of any persons; 2) any copyrighted material; 3) any testimonials contained in any advertisements submitted to and published by the publisher. In consideration of the publisher's acceptance of such advertisements for publication, the agency and the advertiser will indemnify and save harmless the publisher against all loss, liability damage and expense of any nature arising out of the copying, printing, or publishing of its advertisement including without limitation, reasonable attorney's fees resulting from any claims or suits out of publication. These claims include, but are not limited to, claims or suits for libel, violation of right of privacy, plagiarism and copyright infringement.

**2. SUBMISSION OF CREATIVE:** Advertiser agrees to supply to publisher all elements of the advertising creative to be published, including properly formatted files and proofs by the creative deadline as set forth in the current media kit. Advertiser understands and agrees changes necessary to prepare or modify the advertisement to conform to the size or production specifications listed in the media kit will be added as additional charges to the advertiser billed at an hourly rate.

**3. CANCELLATIONS:** No cancellations are allowed after the Ad Close deadline. In instances of cancellation after the ad close deadline, the Publisher reserves the right to resell the ad space. The Advertiser is not relieved of any obligations made in the Agreement should the Publisher resell the ad space. Premium positions, e.g. inside front covers pages 1 and 2, inside back cover and back cover, cannot be cancelled. An advertising contract can be cancelled by the advertiser in writing thirty (30) days prior to the next scheduled Ad Close deadline date for space reservations. The penalty for cancellation is 25% of the per issue ad rates stated on the contract. If a contract is cancelled before the contract has been completed, cancellation is also subject to prorated payment of any charges previously waived or discounted, such as discounts for multiple ad insertions. Repayment of discounts, waived charges, and the penalty charge will be billed upon receipt of notification of the cancellation of the contract, and is due immediately.

**4. PUBLISHER'S DISCRETION:** Publisher reserves the right to place the word ADVERTISEMENT on any material the publisher believes to resemble or to be confusingly similar to the publication's editorial or article format. Advertisers are permitted to advertise in the magazine at the publisher's discretion; the publisher reserves the right to refuse or cancel any advertising for any reason at any time.

**5. CONDITIONS:** Conditions, other than rates, are subject to change by publisher without notice.

**6. AD PLACEMENT:** Positioning of advertisements is at the sole discretion of publisher, except where a request for a specific preferred position is acknowledged

by Publisher in writing, and the 10% guaranteed placement fee is paid by Advertiser by the ad close date.

**7. ERRORS:** Publisher accepts no responsibility for any errors in advertisements prepared or approved by the Advertiser. Any substantial errors that are the fault of the Publisher will be subject to a reduction or reimbursement of the amounts paid by the Advertiser, but in no case will any claim arising from any error exceed the amount paid for the advertisement by the advertiser. Publisher shall not be liable for any consequential damages of any kind if for some reason the magazine does not publish an advertisement or the advertisement is published incorrectly.

**8. FREQUENCY DISCOUNTS:** Frequency discounts are based on the number of advertisements placed in the magazine within a publication year. Advertiser agrees that if the number of advertisements drops below the number required for the frequency discount, the Publisher will adjust the rate of any remaining advertisements to reflect the higher advertising rate and will bill the advertiser for the difference between the amount paid and the full rate for the number of advertisements previously run.

**9. CONDITIONS:** No conditions other than those set forth in the rate card shall be binding on the Publisher unless specifically agreed to in writing by the publisher. Publisher will not be bound by conditions printed or appearing on order blanks or copy instructions submitted by or on behalf of the Advertiser when such condition conflicts with any provisions contained within this rate card.

**10. FORCE MAJEURE:** Publisher is not liable for delays in delivery and/or non-delivery in the event of acts of God, action by any governmental or quasi-governmental entity, fire, flood, natural disasters, insurrections, riot, explosion, embargo, strikes whether legal or illegal, labor or materials shortage, transportation interruption of any kind, work slow-down, or any condition beyond the control of the Publisher affecting production or delivery in a timely manner.

**11. CLERICAL ERROR:** Failure to make insertion orders correspond in price or otherwise with the rate schedule is regarded only as a clerical error and publication is made and charged for upon the terms of the rate schedule in force without further notice.

**12. USPS REGULATIONS:** It's the responsibility of the Advertiser and its agency to ensure all inserts and other advertising comply with the U.S. Postal regulations and other applicable Federal and State laws and regulations.

**14. ACCEPTANCE OF TERMS & CONDITIONS & AGREEMENT:** Submission of any advertisement, insertion order, space reservation or position commitment shall constitute acceptance of these Terms & Conditions and Agreement.

**15. AD AGENCY FEES:** Publisher will not give discounts for nor will it pay ad agency fees.

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### ASSIGNMENT OR TRANSFER:

- I acknowledge that I have reviewed and agree to the above Terms & Conditions and Agreement, and that I am authorized to enter into this Agreement and Terms and Conditions on behalf of the above named Advertiser / Company.
- I authorize Ruptured Media, LLC to charge my credit card for the advertisement(s) I'm requesting in this insertion order & advertising agreement. I understand that my credit card will be charged the balance due for each advertisement upon Ad Close dates, or if payment is not received per the Terms & Conditions of this Agreement.

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_