

COPY AND CONTRACT REQUIREMENTS

1. The acceptance or execution of an order is subject to Publisher's approval of copy, text, display and illustration.
2. All copy, text, display and illustration are published on the representation that the advertiser and the advertising agency are fully authorized and have secured proper written consent. The advertiser and the advertising agency agree to indemnify and save harmless the Publisher from any and all liability, loss and expense of any nature arising from such publication.
3. Any insertion of advertising made by the agency or advertiser represents an acceptance by both the agency and the advertiser of all the terms and conditions of the rate card applicable to the issue in which such insertion is to be published.
4. All rates and units of space are subject to change on 30 days' notice.
5. Orders for specific units of space and dates of insertions are necessary.
6. Orders specifying positions are accepted on request basis only.
7. The Publisher assumes no responsibility for errors in key numbers or telephone numbers for in the printing or insertion of numbers for inserted material.
8. Orders that contain incorrect rates or conditions will be inserted and charged for at regular-schedule rates. Such errors will be regarded as clerical.
9. Conditional orders are not accepted by the Publisher.
10. Cancellation or changes in orders not accepted after closing date.
11. All orders accepted by the Publisher are contingent upon acts of God, fires, accidents, strikes or other interruptions to production and/or distribution of the same or different nature beyond his control.
12. Rates charged and discounts allowed are subject to short rate at expiration of ad schedule.
13. Publisher reserves the right to cancel the contract upon default in payment or breach of any provision herein, and all unpaid charges and short rates shall become immediately payable.
14. Publisher reserves the right to reject, exclude or cancel any advertisement, insertion order, space reservation or position commitment at any time, for any reason, without liability, even if previously acknowledged or accepted.
15. All advertisements must be clearly identified by the trademark or signature of the advertiser. Those which, in the judgment of the Publisher, look like editorial pages will be marked "Advertisement."
16. The liability of the Publisher for any error for which he may be held legally responsible will not exceed the cost of the space occupied by the error. The Publisher will not, in any event, be liable for loss of income or profits or any consequential damages.
17. No conditions, printed or otherwise, appearing on contract orders or copy instructions that conflict with the Publisher's policies, listed on this rate card, will be binding on the Publisher.
18. As used in this section, the term "Publisher" shall refer to M. Shanken Communications, Inc.