|  |  |  |
| --- | --- | --- |
| **Company:** ~Account - Company~ | **Category:** ~Account - Category~ | **Website:** ~Account - Web Site~ |
| **Primary Contact:** ~Account - Primary - Name~ | **Creative Contact:** ~Account - Creative - Name~ | **Billing Contact:** ~Account - Billing - Name~ |
| **Primary Phone:** ~Account - Primary - Phone~ | **Creative Phone:** ~Account - Creative - Phone~ | **Billing Phone:** ~Account - Billing - Phone~ |
| **Primary Email:** ~Account - Primary - Email~ | **Creative Email:** ~Account - Creative - Email~ | **Billing Email:** ~Account - Billing - Email~ |
| **Address:** ~Account - Address 1~ ~Account - Address 2~~Account - City~, ~Account - State~ ~Account - Zip~ | **Billing Address:**~Account - Billing - Address 1~ ~Account - Billing - Address 2~~Account - Billing - City~, ~Account - Billing - State~ ~Account - Billing - Zip~ |

**~OrderText~**

~strid=1~

~strid=11~

***Unless camera ready artwork is provided, additional design charges will apply: $395 per single page or $595 per spread.***

**~OnlineText~**

~strid=2~

**~OtherOrderText~**

~strid=6~

*Luxe Interiors + Design*™ STANDARD TERMS AND CONDITIONS

A. *Luxe Interiors + Design*™ (*Luxe*) are published by *Luxe* Media Group, LLC a Sandow Media company. *Luxe* Media Group, Sandow Media LLC, and its affiliates, employees, contributors, photographers, writers and editors referred herein as (PUBLISHER) and Advertiser and/or their agents collectively referred herein as (ADVERTISER), are subject to the terms and conditions contained in this agreement. These terms may not be altered in any way without the prior written consent of the PUBLISHER.

B. These terms and conditions shall govern the relationship between the PUBLISHER and the ADVERTISER. PUBLISHER has not made any representations to the ADVERTISER that are not contained herein. Unless expressly agreed to in writing by PUBLISHER, no other conditions in contracts, orders, copy, instruction, or otherwise will be binding on PUBLISHER.

C. PUBLISHER may offer and may provide ad design, photography and /or editorial services for an additional fee(s) outlined in the ad production fee schedule below. ADVERTISER will be provided with an electronic PDF proof of the advertisement prior to publication. Electronic approval MUST BE RECEIVED back from ADVERTISER within (5) five days of receipt of proof. If changes are requested, ADVERTISER shall note such changes and return to PUBLISHER within (5) five days of receipt. Second­ary changes and/or final approval to modified Advertisements MUST BE received by PUBLISHER within (48) forty-eight hours of receipt by ADVERTISER, if within the stated materials due date. PUBLISHER is NOT responsible for any errors, omissions, copyright infringement or any other liabilities contained in the ad(s) developed by PUBLISHER.

Ad Production Fee Schedule: Ad design shall be billed at a flat fee of $395 for a single page per insertion or $595 for a two page spread per Insertion. The flat fee includes graphic design and revision work, basic advertising copy development, ad copy proof reading and/or copyediting, color separations, photo color correction and a color proof. More than three (3) revisions shall incur an additional fee of $95 per hour. A minimum fee of $250 will be charged for any modification of supplied materials and $95 per page for proofs generated. Production fees will be billed upon proof approval.

D. All photography, writing and/or design (Work) developed for the ADVERTISER by PUBLISHER shall remain the property of the PUBLISHER (or photographer) including retention of all rights to the Work. ADVERTISER may not reproduce this Work without the express written consent of the PUBLISHER.

E. PUBLISHER reserves the right, at its sole and absolute discretion, to cancel, delay, or suspend any scheduled issue of *Luxe* Magazine or any advertising order, advertising contract and/or reservation agreements for any reason whatsoever and at any time with or without notice, written, verbal or otherwise, whether or not the same ADVERTISER and/or advertising material has already been acknowledged and/or previously pub­lished at any time and/or for any reason. In addition, PUBLISHER reserves the right to remove, cancel, reschedule, delay or reject ANY advertisements containing matter that PUBLISHER, at its sole discretion, deems objectionable for any reason whatsoever. In the event of such cancellation or rejection by PUBLISHER, advertising already run shall be paid for at the contracted rate. Any advertising rejected prior to running shall be refunded in full to ADVERTISER within 30 days of cancellation or rejection. Unfulfilled contracts will be billed and short rated to actual earned rate and/or a 20% penalty. This additional short rate fee shall apply to any of the ADVERTISER’S advertisement pages previously published in the publication or on the web prior to cancellation. ADVERTISER or its agents agree to reimburse PUBLISHER for the short rate amount within 10 days of invoice.

F. Orders that contain ad rates that vary from the rates published in the PUBLISHER’S current materials are not binding on PUBLISHER and may, at PUBLISHER’S sole discretion be cancelled without notice.

G. Advertisements that simulate editorial content must be clearly defined and labeled “ADVERTISEMENT” and PUBLISHER may, at its sole discretion, label such copy.

H. Orders for inside advertising containing restrictions and/or specifying positioning, facings, editorial adjacencies, or other requirements may be accepted and inserted but such restrictions or specifications are at PUBLISHER’S sole discretion. PUBLISHER is not responsible for errors or omissions regarding such placement specifications.

I. In any event whatsoever PUBLISHER’S liability shall not exceed amount paid to PUBLISHER for the advertisement(s) in question including but not limited to content errors, reproduction quality, distribution, distribution errors and/or omissions of any kind.

J. Inserts (1) A facsimile of any supplied insert must be submitted to PUBLISHER prior to the printing of the insert. (2) PUBLISHER is not responsible for errors or omissions in or the production quality of supplied insert. (3) The ADVERTISER and or ADVERTISER’S agent shall be responsible for any additional charges incurred by PUBLISHER arising out of the ADVERTISER(S) and or Agency’s failure to deliver furnished inserts pursuant to PUBLISHER’S specifications. (4) In the event PUBLISHER is unable to publish the supplied insert as a result of such failure to comply, the ADVERTISER and or Agency shall remain liable for the total space cost of such insert.

K. All issues relating to advertising will be governed by the laws of the State of Flor­ida applicable to contracts to be performed entirely therein. Any action relating to advertising must be brought in the state or federal courts in Palm Beach County, Florida and the parties hereby consent to the jurisdiction of such courts.

L. The ADVERTISER represents that the advertising and/or advertising materials submitted to PUBLISHER 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 PUBLISHER to publish such advertisement, the Advertiser and its Agency, if there be one, each agrees jointly and severally to indemnify and hold harmless PUBLISHER, and its employees and representatives, against all liability, loss, damage and expense of any nature, including attorney’s 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.

M. In the event that 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.

N. 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 behalf. ADVERTISER authorizes PUBLISHER, at its 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 the Agency. Payment by the ADVERTISER to the Agency shall not discharge the ADVERTISER liability to PUBLISHER. The rights of PUBLISHER shall in no way be affected by any dispute or claim between ADVERTISER and the Agency.

O. Orders for inside or outside cover pages are non-cancelable. Options on cover positions must be exercised at least 60 days prior to four color closing date. If an order is not received by such date, the cover option automatically lapses.

P. Orders, contracts, reservations and/or agreements for ADVERTISER are NON-CANCELABLE. Should PUBLISHER agree to cancel an existing advertising order, the ADVERTISER will be responsible for the cost of any work performed or materials purchased on behalf of the ADVERTISER(S), including but not limited to the short rate fee, cost of services, paper and or printing.

Q. The ADVERTISER and/or their agents agree to reimburse PUBLISHER for its attorneys’ fees and/or costs in collecting any unpaid portion of ad placement fees. R. ADVERTISER authorizes PUBLISHER to charge any current and past-due amounts on the credit card supplied on this agreement. If the credit card declines during a bill­ing cycle, the current and past due amounts will be re-charged until approved by the credit card user. Credit cards will be billed on or about the 10th or 25th of each month. PUBLISHER reserves the right to change monthly billing date without notice at any time.

S. The photography, design and/or copyright of any advertisement created by PUBLISHER is owned by PUBLISHER, and may not be otherwise used by the ADVERTISER without the PUBLISHER’S prior written consent. The ADVERTISER and its Agency agree that any advertisements published may, at PUBLISHER’S option, 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.

T. Rates and units of space are effective January 1st 2010. Announcement of any changes will be made 30 days in advance of the closing date for the first issue or web posting affected by such new rates. Orders for issues thereafter will be at the rates then prevailing.

U. Rates are net and not commissionable unless otherwise noted by publisher.

V. Interest for past-due accounts will be charged at the rate of 1.5% per month on past due balances. Advertiser is responsible for any and all fees PUBLISHER incurs in collections of amounts due to PUBLISHER.

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