

# SOPHISTICATED LIVING

## **Advertising Contract, Pure Publishing, LLC d.b.a. Sophisticated Living Columbus (SLC).**

- 1.** Pure Publishing, LLC d.b.a. Sophisticated Living Columbus (SLC) reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject any advertising copy, whether or not the same has already been acknowledged and/or previously published. In addition, SLC reserves the right to remove from selected copies of the publication advertisements containing matter that subscribers have deemed objectionable. In the event of such cancellation or rejection by SLC, advertising already run shall be paid for at the rate that would apply if the entire order were published. Cancellation of any portion of any advertising order or contract by or on behalf of the Advertiser or failure to have published the specified number of pages automatically nullifies any rate discount, including for previously published advertisements, and may result in a short-rate. In such event, the Advertiser and/or Agency must reimburse SLC for the short- rate, which is the difference between the rate charged on the contracted frequency and the higher rate based on reduced frequency, within 30 days of invoice therefor.
- 2.** Advertisements that simulate editorial content must be clearly defined and labeled "ADVERTISEMENT" and SLC may, in its discretion, so label such copy.
- 3.** In the event of errors in or omissions of any advertisement(s), including those caused by force majeure, SLC's liability shall not exceed a refund of amounts paid to SLC for the advertisement.
- 4.** The Advertiser and its Agency, if there be one, each represent that any advertising 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 SLC to publish such advertisement, the Advertiser and its Agency, if there be one, each agrees jointly and severally to indemnify and save harmless SLC, and its 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.
- 5.** 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.
- 6.** 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 SLC, nor may the Advertiser or Agency authorize any others to use any advertising space.
- 7.** Orders for all advertising units are non-cancellable. Should SLC agree to cancel an existing order, the Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of the Advertiser, including the cost of services, paper and/or printing.
- 8.** The Advertiser and/or Agency agrees to reimburse SLC for its attorneys' fees and costs in collecting any unpaid charge or portion of the charge for any advertisement.
- 9.** The copyright in any advertisement created by SLC is owned by SLC, and may not be otherwise used by the Advertiser or third parties without SLC's prior written consent. The Advertiser and Agency agree that any advertisements published may, at SLC'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.

**10. Republication of Advertisements.** Advertiser and Agency agree that any submitted advertisements published may, at SLC's option, be republished or reused by SLC or its agents in any form in whole or in part in all media now in existence or hereafter developed, whether or not combined with material of others. The copyright in any advertisement created by SLC is owned by SLC and may not be otherwise used by Advertiser or third parties without SLC's prior written consent.

**11. Responsibility for Payment of Advertising Invoices.** In the event an order is placed by an Agency on behalf of Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both Advertiser and Agency. Advertiser and its Agency, if there be one, each agrees to be jointly and severally liable for the payment of all bills and charges incurred for each advertisement placed on Advertiser's behalf. Advertiser authorizes SLC, at its election, to tender any bill to Agency, and such tender shall constitute due notice to Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Any bill tendered by SLC shall constitute an account stated unless written objection thereto is received by SLC within ten (10) days from the rendering thereof. Payment by Advertiser to Agency shall not discharge Advertiser's liability to SLC. The rights of SLC shall in no way be affected by any dispute or claim between Advertiser and Agency. Advertiser and Agency agree to reimburse SLC for its costs and attorneys' fees in collecting any unpaid advertising charges. Advertiser confirms that it has appointed Agency, if one is specified, to be its authorized representative with respect to all matters relating to advertising placed on Advertiser's behalf with the understanding that Agency may be paid a commission.

**12. Terms of Payment:** Full payment due twenty one (21) days from date of invoice. Interest will be charged at rate of 2.5% per month on past due balances. PAST DUE FINANCE CHARGES ARE POSTED ON THE FIRST OF EACH MONTH. In the event an account is sixty (60) or more days past due, charges will revert to the applicable Open Insertion Rate in effect at the time this contract is signed, as noted on page 3 of this contract. SLC reserves the right to discontinue any Advertisement not paid in accordance with this contract, but in such event, Advertiser shall remain responsible for the full contracted amount.

**13. Advertisers are responsible for submitting creative for the media insertion.** SLC will run the last ad on file if new creative is not received by the deadline. Creative production is the sole responsibility of the Advertiser. Media rates are for space reservation only.

**14. Choice of Law and Forum.** All disputes arising from or related to this agreement or the subject thereof will be governed by the laws of the State of Ohio, except for choice of law provisions. The parties agree that any action arising between them must be brought in the state or federal courts venued in Columbus, Franklin County, Ohio. The parties hereby consent to the exclusive jurisdiction of the state or federal courts in Columbus, Franklin County, Ohio.

**15. The foregoing terms and conditions shall govern the relationship between SLC and the Advertiser and/or Agency.** SLC has not made any representations to the Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing by SLC, no other terms or conditions in contracts, orders, copy, instruction, or otherwise will be binding on SLC.

**Sophisticated Giving Columbus  
Insertion Order Details**

**Organization Name:**

**Address:**

**Telephone:**

**E-Mail:**

**Underwriter Name (If applicable):**

**Terms and Conditions:**

**Insertion Price:**

**Number of Insertions: 1**

**Placement: 2 page profile, Charity Register 2021**

**Insertion Rate:**

**Non-profit, 2 page**

**\$1500**

**Deadline / Close Date**

October 19, 2020

**Magazine Issue**

Bagged with Nov/Dec issue

Contract accepted by:

**SLC**

**Advertiser**

By: *Publisher*

Pure Publishing, LLC dba

Sophisticated Living Columbus

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