

# ORNAMENT ADVERTISING AGREEMENT

P. O. Box 2349, San Marcos, CA 92079 760.599.0222 Fax 760.599.0228  
ornament@sbcglobal.net www.ornamentmagazine.com

This AGREEMENT is made on \_\_\_\_\_ between \_\_\_\_\_  
(hereinafter referred to as "Advertiser"), of (city, state) \_\_\_\_\_  
and ORNAMENT INCORPORATED, t/a "ORNAMENT" (hereinafter referred to as "Publisher"), located in Vista,  
California. This Contract for an advertising order is made and accepted according to the specifications, terms and  
conditions set out below:

Advertiser Name _____	Agency/Rep. Name _____
Contact Person _____	Contact Person _____
Billing Address _____	Billing Address _____
City, State, Zip _____	City, State, Zip _____
Street Address _____	Street Address _____
City, State, Zip _____	City, State, Zip _____
Business Phone _____	Agency Phone _____
Business Fax _____	Agency Fax _____
Email _____	Email _____

Refer to Rate Card for applicable space rates, deadlines and publication dates.

Please Make Selections Below WITHIN CONTRACT YEAR OF FIVE ISSUES

Frequency  One time  Three times  Five times  
Issues for Insertion  Vol. 33 No. 5 August  Vol. 34 No. 1 October  Vol. 34 No. 2 December  Vol. 34 No. 3 February  Vol. 34 No. 4 April  
Indicate Color  Full Color  Black & White

Website Advertising  Place my Advertisement on the Ornament Website

Specify Advertisement Size and Dimensions \_\_\_\_\_  
Notification of change of advertisement size, color, copy, artwork, etc. is due at the closing date.

- Material for design and production of advertisement by Ornament, to be submitted by closing date
- Digital file enclosed
- Digital file to be supplied by the deadline
- Repeat advertisement from \_\_\_\_\_ issue of Ornament (with no changes)

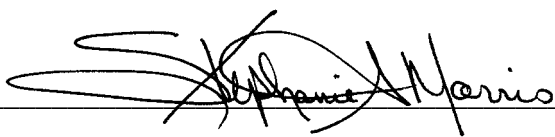
Advertising Contract Terms and Conditions. Signature required on reverse side.

1. The Advertiser agrees to the rates set forth in the current rate card. Cancellation of space reservations and contracts by the Advertiser will result in an adjustment of the rate (short-rate charge) based on past and scheduled insertions to reflect the actual space used at the earned frequency rate or volume rate. Cancellation must be received by the closing date or Advertiser will be held responsible for payment of space reserved.
2. Any change in advertisement (size, color, copy, artwork, etc.) must be made by the closing date. Contract ads will be repeated as run in previous issue unless new material is received by the due date.
3. The Advertiser will be charged for any additional preparation or production work required to publish the advertisement.

4. The Advertiser, and its agency, if any, are jointly and severally liable for all monies due for advertisements placed or contracted for in accordance with this agreement. It is understood that all orders accepted for space are subject to Ornament's credit and payment requirements. Advance payment is required with order/contract from new advertisers and for one-time and three-time advertisement placements.
5. The Advertiser acknowledges that the Publisher reserves the right to change its rates at any time after this Agreement is executed upon written notification from the Publisher; the Advertiser agrees they will be subject to the new rates then in effect.
6. The Advertiser acknowledges that positioning of advertisements in the magazine is at the discretion of the Publisher; unless the parties agree in writing to a preferred position subject to preferred position rates.
7. The Publisher is not responsible for any loss or damage to any material of the Advertiser while such material is in transit, or in the possession of the Publisher for more than three months.
8. The Advertiser (and its agency, if any) is solely responsible for and assumes full liability for the contents of its advertisement. The Advertiser (and its agency, if any) warrants and represents that nothing contained in its advertising material infringes upon, in whole or in part, any copyright, trademark or right of privacy of any third person, firm or corporation.
9. The Advertiser (and its agency, if any) represents that it is authorized to publish the entire contents and subject matter of the advertisement covered by this contract. In consideration of Publisher's acceptance of such advertisement for publication, the Advertiser (and its agency) shall indemnify and hold harmless the Publisher against loss or expense resulting from any claims, actions or proceedings based on the contents or subject matter of such advertisement, without limitation on such indemnities.
10. The Advertiser recognizes that the quality of reproduction of an advertisement is largely dependent on the quality of the material furnished by the Advertiser to the Publisher, including without limitation, the quality of the photographs, digital files, etc.
11. The Advertiser recognizes and agrees that the Publisher shall not be liable for: a) delays in publication of the magazine; b) failure to publish the magazine; c) distribution or deadline date changes; d) defects in quality (i.e. errors or omissions) where such defects are not solely the fault of the Publisher; but, where they are, the Publisher's liability in no event shall be more than: 1) returning all or a portion of the fee for the defective advertising; or 2) running a replacement advertisement (or "comp"); or running another advertisement at a reasonable discount, which discount shall be proportionate to the degree of error or extent of the defect.
12. The Publisher, in its sole discretion, may accept or reject all materials submitted for advertising. The Publisher reserves the right to refuse to publish any material not in keeping with Ornament's editorial philosophy, style or standards.
13. The Advertiser may not assign this Agreement in whole or in part without the prior written consent of Publisher.
14. In the event that an action, suit, or legal proceeding is initiated or brought to enforce any or all of the provisions of this Agreement, or to collect any monies due under this Agreement, the Publisher shall be entitled to such attorneys fees, costs, and disbursements as are deemed reasonable and proper. The Publisher's entitlement to reasonable attorneys fees and costs also applies to any appellate proceedings.
15. This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements, understandings and proposals (whether written or oral) with respect to matters covered herein. No changes, modifications, alterations or amendments shall be effective unless made in writing by the parties with the same formality as this Agreement.
16. This Agreement shall be deemed executed in the State of California, and shall be interpreted and construed in accordance with the laws of the State of California relating to contracts made and performed therein. Venue shall be proper only in the County of San Diego, State of California.
17. No waiver by the Publisher of any breach or default hereunder shall be deemed a waiver of any repetition of such breach or fault or in any way affect any of the terms and conditions of this Agreement.

BY: \_\_\_\_\_  
 AUTHORIZED SIGNATURE

\_\_\_\_\_  
 PRINT NAME DATE

BY:   
 STEPHANIE A. MORRIS  
 MARKETING DIRECTOR  
 ORNAMENT MAGAZINE