

HILLS & HAMLETS ADVERTISING TERMS & CONDITIONS

- **Advertiser agrees to make an initial first insertion payment upon contract signature.** If payment in full is not received BEFORE scheduled press time, it is up to the discretion of the publisher of *Hills & Hamlets* (H&H) whether or not to run the contracted ad. Deadline and release dates are subject to change.
- Advertisers are responsible for providing artwork, copy points or camera ready ads to the H&H art department on the specified date, which is provided to advertiser by their account executive. If the advertiser fails to submit artwork before press-time, the advertiser is still liable for the contracted ad space charges as per signed contract and will be billed accordingly.
- Ad creation is provided as a customer service and includes two changes. **Art charges billed at \$50 per hour for changes and adjustments beyond two times become the responsibility of the advertiser.**
- All ads created through H&H are the property of the publisher and may not be duplicated, unless a written release is obtained from H&H. **There is a \$100 production charge for duplication of released ads.**
- **H&H is in no way liable for any mistake made in publication after final approval has been given and proof has been signed by advertiser.** H&H reserves the right to full graphic control on ads submitted or created.
- Priority Placement will be charged an additional 10 percent; it is based upon availability and size.
- A late charge of 1.5 percent will be charged on all accounts after 30 days from their date of invoice.
- Advertiser is liable for all collection and legal fees accrued while obtaining payment.
- All H&H editorial is the property of H&H and may not be reproduced without express, written permission from the Publisher.

STANDARD DISCOUNTS & THEIR TERMS

1. Non-profit organizations qualify for a 10 percent discount. Account balance must be paid in full within 30 days from date of invoice to qualify for discount. All discounts will be removed on any and all past due balances.
2. Recognized agencies will be given a 15 percent discount with the following terms and conditions:
 - Agency to supply camera-ready artwork prior to deadline date.
 - Account balance must be paid in full within 30 days from date of invoice to qualify for discount. All discounts will be removed on any and all past due balances.
 - Contracts signed by representatives of agencies will be the responsibility of the advertiser in the event of payment default.

POLICIES

- Publisher reserves the right to reject without notice any advertisement at any time.
- In the event copy is not furnished as contracted, H&H reserves the right to repeat the most recent advertisement and/or charge the advertiser for the space reserved.
- H&H accepts no liability for advertising errors beyond the cost of the space occupied. In consideration of acceptance of ads for publication, the agency and advertiser will indemnify and hold harmless H&H and its officers, employees or agents against all loss, liability, damages and expense of whatever nature that arises from copying, printing or publishing of advertisements, including attorney's fees resulting from claims or suits for libel, rights of privacy violations, plagiarism and copyright and trademark infringement.
- Failure to comply with these terms breaks the agreement; advertiser will therefore be liable for retroactive charges for the price difference between the rate originally contracted and the rate appropriate to the number of ads inserted.
- Should a court deem any part of this agreement invalid it shall be stricken and the remainder shall stand. ENTIRE AGREEMENT: Nothing in this agreement may be altered verbally or by any other type of representation.