

ADVERTISING AGREEMENT



As an advertiser in *Who? What? Where? The Directory* I agree to the following:

- 1) No verbal agreements will be honored. All agreements must be in writing.
- 2) Publisher reserves the right to accept or refuse any or all ad content. Ads containing words or phrases that do not communicate to the general public and are not found in a standard dictionary will not be accepted. Call your Account Manager if in doubt about what is acceptable. The use of any copyrighted or trademarked terms or phrases must be accompanied by evidence of proper authorization for the Advertiser to use them.
- 3) All ads and listings must be paid in full before ad will be published. All payments must be received by November 4th. There will be a \$30 service charge for all checks returned due to insufficient funds.
- 4) If a credit card is used to pay any amount under this Agreement, Signer specifically acknowledges that he or she is an authorized signer for the credit card. Further, if credit card information is provided, Advertiser and Signer hereby specifically agree that any or all amounts due under the Agreement including future services may be billed against the credit card provided. If legal action (including collections) arises out of the Agreement, Publisher will recover reasonable collection costs and attorney fees.
- 5) Publisher determines all headings that appear in the Directory. Publisher, at its sole discretion, may refuse to publish an advertisement under a particular heading and does not guarantee the position of an ad under a particular heading. Publisher retains sole discretion in the placement of display advertisements. Failure to place an ad in a particular requested position shall not be the basis for claim or adjustment to the amount owed by Advertiser.
- 6) Publisher will provide a maximum of three proofs to Advertiser for approval. Advertisers have 48 hours upon receipt of the proof to notify Publisher of any corrections needed. If Advertiser fails to do so, ad will be published as-is and all payment obligations will still remain. Publisher reserves the right to charge Advertiser \$50/hour for any work done past the provided three proofs. Publisher assumes no liability for changes after the final proof is submitted for printing. Publisher is not responsible for any errors in typesetting when the proof is approved by the Advertiser. Publisher is not responsible for errors or omissions from client-provided files/ads.
- 7) Publisher does not guarantee any results in respect to advertisements.
- 8) If a mistake in advertising occurs (including, but not limited to, omission, copy error or size error) and it is the fault of Publisher, a "make good" ad will be inserted in the next available issue. Publisher assumes no other responsibility for mistakes and will not be liable for any costs or damages beyond a "make good" ad of equal value. Advertiser is responsible for communicating the nature of the mistake to the Publisher in writing.
- 9) Directory ads and listings will be featured FREE of charge on our web site. Advertiser is given up to 2 FREE "White Pages" entries. There will be no adjustment with respect to free listings or free advertisement.
- 10) Publisher may change the form, appearance, size and content of the Directory and/or its Internet site at any time without prior notification to Advertiser.
- 11) No cancellations are allowed after November 4th. There is a 20% cancellation fee for ads cancelled prior to that time.
- 12) Publisher cannot guarantee delivery of publication to Advertiser by a specific date, but delivery will be made within a reasonable time after advertising commitments are completed. No adjustment will be given for delay of publication or distribution or material changes in the anticipated number of directories to be published or where or how they are distributed.
- 13) All the data on forms submitted either by the Advertiser directly or filled out by an Account Manager with data given over the phone constitute part of this Agreement.

Signature: _____ Date: _____

Print name: _____ Title: _____

Business name: _____