

2015 ADVERTISING CONTRACT/INSERTION ORDER

For questions contact Hector@SouthTexasBiker.com • 956.342.7421

ADVERTISER INFORMATION • BI	LLING CONTACT (Check if Advertiser re	eceives invoice)			
Address:					
AGENCY INFORMATION • E	BILLING CONTACT (check if Agency re	eceives invoice)			
Company:	Cit	y/State/ZIP:			
Telephone: ()	_ Fax: ()	E-mail:			
RATE Total per issue \$	AD SIZES	6	1 MONTH	AD RATES	6 MONTH
x Number of Insertions	☐ TOP 980 980 x 240	рх	\$495	\$480	\$450
= Contract Total \$	☐ TOP 728 728 x 90p	X	\$350	\$335	\$320
	■ HOME 930 930 x 250	1	\$295	\$285	\$265
CREDIT CARD AUTOPAYMENT	□ 300 x 300	рх	\$250	\$240	\$225
Credit Card Type Name on Card		al & 615 x 326px	\$500		
Card Number	☐ NEWSLETTER AD 550 x 200	рх	\$250	\$240	\$225
Expiration Date CVV Code	☐ Events Page AD 582 x 350	<u>'</u>	\$295	\$285	\$265
I authorize SouthTexasBiker.com to automatically bill the card listed above as specified on this contract.	☐ Ded. Animated 300 300 x 300	рх	\$535	\$525	\$515
Plus 3% for credit card payment.					
Signature					
ARTWORK		INSERTION FREQUENC ☐ 1 Month ☐ 3 Mont		:h	
□ Require Logo		INCEPTION DATE	•	DEADL	INEC
☐ Imagery, Product or Store front.		INSERTION DATES (CHECK ALL THAT APPLY)	•	SPACE	ART
□ Promotion		□ Jan. □ Feb.	2015		Dec. 15
	-	☐ March ☐ April	2016	Feb. 1	Feb. 15
□ Advertisement Specifics		☐ May ☐ June ☐ July ☐ Aug.			April 15 June 15
SUBMIT ARTWORK: Send Artwork to Hector@Sou	thTevacRiker.com	Sept. Oct.			Aug. 15
In the subject line specify month/publication (ie., March/April/SouthTexasBiker.com)		□ Nov. □ Dec.		-	Oct. 15
Execution of this Advertising Contract/Insertion Order Conditions stated in sections 1-10 (see page 2).	er signifies assumption of legal respor	asibility to pay for all advertisin	g in accordanc	e with the Te	rms &
Printed Name:	Pri	nted Title:			
Authorized Signature:					
SOUTHTEXASBIKER.COM ASSOCIATION REPRESENTATIVE Printed Name:	Pri	nted Title:			
Authorized Signature:		1	Date:		

SouthTexasBiker.com Contract/Insertion Order - Terms and Conditions

- All advertisements, advertorials, and advertising materials and articles (hereinafter referred to as "advertisements") shall be considered for publication by the SouthTexasBiker.com (Publisher) upon the representation that the Advertiser or Agency is authorized to publish the entire contents and subject matter thereof. All advertisements shall be clearly and prominently identified by trademark or signature of the Advertiser. The words "paid advertisement" may be printed at the top of any advertisements that, in the opinion of the Publisher, may be confused with editorial pages. Acceptance of advertisement for publication does not imply endorsement by the Publisher, its publications or the SouthTexasBiker.com Association in any way, except when indicated by the Publisher. The Publisher reserves the right to refuse any advertisement that conflicts with the Publisher's public policies or applicable law. Fees collected prior to such refusal shall be returned to the Advertiser or Agency within forty-five (45) days. If an advertisement must be altered or modified for any reason, Publisher may bill Advertiser or Agency for graphic design services at a rate not to exceed forty five (\$45) per hour plus tax. Advertisements will not be altered or modified without prior approval of Advertiser or Agency.
- The Publisher is not responsible for errors contained within copy that the Advertiser or its Agency supplies. The Advertiser or Agency shall supply copy and artwork at such time as shall meet the preparation schedule of the Publisher. If the Advertiser or Agency fails to provide advertising material by the deadline, the Publisher will, at its discretion, either publish the Advertiser's previous advertisement or publish nothing and bill the Advertiser or Agency for the space. If the Advertiser or Agency provides copy or art work that is considered unacceptable by the Publisher, the Advertiser or Agency will be given five (5) business days to provide acceptable copy or artwork. If the Advertiser or Agency fails to submit acceptable copy or artwork within this specified timeframe, the Publisher will, at its discretion, either publish the Advertiser's previous advertisement or postpone the advertisement to a later issue provided that revised copy or artwork acceptable to the Publisher is submitted. The Publisher reserves the right to terminate this agreement if acceptable copy or artwork is not provided by the Advertiser or Agency. Advertisement materials will be destroyed by the Publisher one year after the last insertion if disposition instructions are not furnished by the Advertiser or Agency.
- 3. The Publisher shall not be liable for failure to publish or distribute all or any part of any issue because of labor disputes, accidents, fires, acts of God or any other circumstances beyond the reasonable control of the Publisher. This agreement cannot be invalidated by the Advertiser or Agency for wrongful insertion or omission by the Publisher. The Publisher agrees to credit the Advertiser or Agency for all such omissions and improper insertions. The Publisher's liability for any and all errors will not exceed the cost of the space paid for by the Advertiser or Agency.
- 4. In consideration of the Publisher's acceptance of any advertisements for publication, the Advertiser or Agency shall jointly and severally indemnify and save the Publisher harmless from and against any loss or expense, including, without limitation, reasonable attorney's fees resulting from claims or suits based upon the contents or subject matter of such advertisements, including, without limitation, claims or suits for libel, violation of right of privacy, plagiarism and copyright infringement.
- Payment, based upon the current rate card in effect, shall be made within thirty (30) days of invoice date. First-time advertisers or

agencies are required to send payment with artwork for the first insertion. The Advertiser or Agency placing the advertisement with the Publisher shall be jointly and severally liable for payment under this contract.

The Advertiser or Agency shall designate a party to receive Publisher's invoice. In the event payment is not made when due, Publisher may terminate the contract. If Advertiser or Agency contracts for a multiple insertion, but does not fulfill the entire contract, Publisher reserves the right to invoice the Advertiser or Agency at the singleinsertion rate for any advertisements published. Should Publisher continue to publish the advertisement for the term of the contract, the Advertiser or Agency agrees to pay late charges and interest as permitted by law, as well as the Publisher's expenses of collection and/or attorney's fees; said fee and collection costs not to exceed twenty-five (25) percent of the amount due hereunder. If an Agency fails to respond to a notice for payment, the Advertiser shall be responsible for the invoice and any associated collection costs. Returned checks will incur a twenty-five dollar (\$25) fee. Production charges for changes to the advertisement made by the Publisher at the request of the Advertiser or Agency will be billed at the rate of forty five (\$45) per hour plus tax. with a minimum charge of forty five dollars (\$45). Account must be current on payments for advertisements to appear in subsequent issues.

- Adequate notice will be given of any rate changes. The Advertiser or Agency is protected at contracted rates for the duration of current contract.
- 7. The Publisher will not be bound by any conditions, printed or otherwise, appearing on order blanks or copy instructions when such conditions conflict with the terms and conditions set forth here. No waiver or modification to the foregoing shall be binding on the Publisher unless agreed to in writing.
- 8. The Advertiser or Agency will be presumed to have read the entire Advertising Contract/Insertion Order and be in agreement with all terms and conditions. Such agreement is indicated by the Advertiser's or Agency's signature on orders placing advertisements with Publisher. This agreement becomes binding when this Advertising Contract/ Insertion Order is accepted in writing by the Publisher in writing. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this Advertising Contract/Insertion Order shall be performable in Hidalgo County, Texas.
- 9. If prepared by the Publisher, all ads, as well as all logos, photograph, art work, including the conceptual design of the ad, is the sole and exclusive property of the Publisher and shall not be published in any other publication without the express, written, prior consent of the Publisher to the Advertiser.
- 10. The contractual terms herein, as well as the length of the Contract, shall renew itself upon its expiration for the same terms of months, under the then existing advertising rates, unless within 30 days from the Contract's termination either party sends to the other written notice of their intent not to renew this contract. Said notice shall be by certified mail, return receipt requested, to the party's business address.

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