

# flavor local flavors

**MAGAZINE  
Ad Contract**

## Advertiser Company Information

Company Name: \_\_\_\_\_  
Contact name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## Advertising Information

We the advertiser agrees to advertise in the Local Flavors Magazine at a cost of: \$ \_\_\_\_\_

for the following size ad:

Full Pg  1/2 Pg  1/4 Pg  1/8 Pg  1/10 Pg

For 1/2 & 1/4 Pg only:  Horizontal  Vertical

Special Placement:  Inside Front Cover  Inside Back Cover  Back Cover  Center

*ALL Submissions, Changes or Cancellations  
must be received in our offices by the closing date of February 20, 2014.*

*All ads are placed per the terms and conditions  
set forth on the reverse of this agreement*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

BB&B Business Group Approval by: \_\_\_\_\_ Signature: \_\_\_\_\_

**All advertising invoices are due upon receipt and all checks should be made out  
to the publisher - **BB&B Business Group****

Local Flavors Magazine  
is published by



207 Wallace Ave.  
Vallejo, CA 94590  
707-557-3182 • FAX: 707-557-3166

# flavors

local

## MAGAZINE

### Terms & Conditions of Advertising Contract for Local Flavors Magazine

1. Advertiser and its agency, if any ("Advertiser"), agrees to the rates set forth in the current rate card, which is incorporated herein by reference. The Advertiser agrees to send payment with advertising order and contract. The Advertiser, and its agency, if any, are jointly and severally liable for all monies due for ads placed or contracted for in accordance with the Agreement.
2. BB&B Business Group ("Publisher") reserves the right to place advertisement wherever they deem appropriate; unless otherwise agreed upon. The word "advertisement" or "advertorial" will be placed with copy that, in the publisher's opinion resembles editorial matter.
3. 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.
4. Advertiser is solely responsible for and assumes full liability for the contents of its advertisement and they warrant & represent 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 AND they represent that it is authorized to publish the entire contents and subject matter of the advertisement covered by this contract. In the event of claims for unfair competition, copyright infringement, actions or proceedings based on the contents, Advertiser will hold publisher harmless and indemnify for all legal costs, without limitation on such indemnities.
5. Advertiser recognizes that the quality of reproduction of an advertisement is dependent on the quality of the material furnished by the Advertiser, including, and without limitation, the quality of the graphics, copy, type, etc.
6. Advertiser recognizes and agrees that the Publisher shall not be liable for:
  - a) Delays in publication of the publication
  - b) Failure to publish the magazine at the specified time
  - c) Defects in quality (i.e. errors or omissions)\* where such defects are not solely the fault of Publisher; but, where they are, the Publisher's liability in no event shall be more than the returning all or a portion of the fee

\*(Note: Defects in quality or errors and omissions, are subjective in nature. As a general rule, if the printed matter in the ad is legible, and/or the name, address and telephone number of the Advertiser are legible, and if the reproductive quality of the advertisement falls within the margins of error allowed within the publishing industry, the advertisement shall not be considered defective. Allowances for defects in quality shall be at the sole discretion of the Publisher.)

  - d) Suspension for the publication by the Publisher, in which case

- e) Advertiser may expect a full refund.
  - e) Distribution or deadline changes
  - f) Claims for defamation of character or libel. Advertiser will hold Publisher harmless and indemnify the Publisher for any and all costs of the claims.
7. The Publisher, in its sole discretion, may accept or reject all materials submitted for advertising. Publisher reserves the right to refuse to publish any material not in keeping with the style and standards of their editorial philosophy and format. If any advertising is not acceptable the Publisher may either:
    - a) Refuse to accept the advertising submitted; or
    - b) Require, as a condition to publication, modifications that meet the style and standards that are acceptable. \*The Publisher's decision in these matters is final, binding and not subject to appeal.
  8. All cancellations of advertisements must be in writing and received no later than the closing date of May 25, 2013. Changes in copy may be made up to the closing date; but all changes must be in writing.
  9. Advertisers will be responsible for charges for additional prep or production work required to publish the ad.
  10. Advertiser may not assign this Agreement in whole or in part without the prior written consent of the Publisher.
  11. In the event that an action, suit or legal proceedings are 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. Publisher's entitlement to reasonable attorneys' fees and costs also applies to any appellate proceedings.
  12. This document 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 the Agreement.
  13. 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 Solano, State of California.
  14. 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.

Local Flavors Magazine  
is published by



207 Wallace Ave.  
Vallejo, CA 94590  
707-557-3182 • FAX: 707-557-3166