

TERMS & CONDITIONS

The following terms and conditions shall be deemed incorporated in every insertion order or space contract tendered to Advertising Age unless modified by written agreement signed by an officer of "Publisher" and shall supersede any inconsistent statements in such order or contract. Publisher reserves the right to change the rates and terms herein at any time without notice, provided only that for any contract advertiser the rates herein shall continue to apply for issues published within 60 days of the effective date of such change.

AGENCY COMMISSION

15% of gross billing allowed to recognized agencies on space, color, bleed and position provided account is paid within 30 days of invoice date. Commission not allowed on other charges, such as insert handling, special binding or trimming of inserts, reprints or other mechanical charges.

GENERAL ADVERTISING RATES

Frequency rates: Number of insertions used by an advertiser within 12 months from date of first insertion of contract period determines frequency rate.

Minimum rate-holder: 10 inches

Full or fractional-page spread advertisements are charged at the corresponding per-inch rate. Multiple units of space in one issue are charged at individual unit rates and are counted as individual insertions for the purpose of determining frequency discount.

Space is available in a variety of column inches in multiples of 1/4" per column with a minimum space of one column inch. To determine rate, use inch rate corresponding to size and frequency rate. Insertions in *Advertising Age*, *Crain's Chicago Business*, *Crain's New York Business*, *Crain's Cleveland Business*, *Crain's Detroit Business*, *Creativity*, *TelevisionWeek*, and *Pensions & Investments* may be combined within same contract year to obtain lowest earned frequency rate in *Advertising Age*. Frequency discount is subject to minimum rate-holder requirement for each publication.

SHORT RATES AND REBATES

Advertisers will be short-rated if within the calendar year from the date of the first insertion they do not use the amount of space upon which their billings have been based. Advertisers will be rebated if within the calendar year from the date of first insertion they have used sufficient additional space to warrant a lower rate than that at which they have been billed.

COPY SERVICE

Advertisers who do not have an agency and request copy and art will be charged current Publisher's rates.

PUBLISHER'S PROTECTIVE CLAUSE

By issuance of this rate card, Publisher offers, subject to the terms and conditions herein, to accept insertion orders for advertising to be published in *Advertising Age* and by their tendering such insertion order the advertiser or agency shall indemnify and hold Publisher, its employees, agents and its subcontractors free and harmless from any expenses, damages and costs (including reasonable attorney's fees) resulting in any way from Publisher's compliance with such insertion orders (including but not by way of limitation, from claims of libel, violation of privacy, copyright infringement or otherwise) and Publisher shall have full right to settle any such claim and to control any litigation or arbitration as to which it may be a party all at the cost of the agency and the advertiser who shall be deemed joint and several indemnitors and agency warrants that it is authorized to bind, and does bind, advertiser to such indemnity jointly and severally with agency. Publisher reserves the right in its sole discretion to discontinue publication at any time with or without notice or to defer or cancel the printing, publication or circulation of any issue or of the tendered advertising and shall not be liable for any failure to print, publish or circulate all or any portion of any issue or of the tendered advertising because of labor disputes involving the Publisher, the printer or others, transportation delays or embargoes, errors or omissions of employees or subcontractors, or circumstances beyond its control. Publisher's sole obligation as to any failure or default on its part shall be limited to a refund of its charges that may have been paid to it or, at its option, to publish the tendered advertising in the next available issue. The Publisher reserves the right to reject or omit any advertising for any reason. No advertising will be accepted that simulates *Advertising Age* editorial material.

AdvertisingAge
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