



ADVERTISING CONTRACT AND CONDITIONS

EXPLORING EXECUTIVE LIFE

CONTRACT & COPY CONDITIONS

- a) All rates and discounts apply to space run within one year of the cover date of the first insertion. Space will be billed at the one-time rate until a contract specifying the frequency level is received.
- b) Advertisers will be rebated if, within their 12 month contract, they have used sufficient space to earn a lower rate than that which they have been billed. Advertisers will be short-rated if, within their 12 month contract period, they do not use the amount of space on which their billings have been based. Rebates or short-rates will be processed generally at the conclusion of the contract year.
- c) Any claim rendered by an agency against this magazine for rebates on charges made under a contract, for any reason, must be filed with the magazine, in writing, within 60 days following the expiration of the contract.
- d) Publisher is not bound by any conditions, printed or otherwise, on contracts, insertion orders or copy instructions when such conflict with policies covered by this rate card.
- e) Publisher shall be entitled to payment as herein provided upon having completed the printing of the advertising and having taken reasonable steps to see that the publications will be distributed.
- f) Advertisers and advertising agencies agree that *The Bay Street Bull* magazine shall be under no liability for their failure for any cause to publish any advertisement.
- g) Contracts in force for six months or more may be upgraded, resulting in a space credit for the advertiser, not cash rebates. Such credits must be utilized within 60 days of the expiration of the old contract.
- h) Publisher reserves the right to make rate revisions at any time without notice. Existing contract rates will be honoured for 30 days in advance of the closing date of the issue in which new rates become effective. If a rate revision is made under this clause, and is not accepted by the advertiser, the latter may cancel the contract without short rate adjustment. Orders within two months beyond closing date accepted only at rates prevailing.
- i) All space in *The Bay Street Bull* magazine must be confirmed by written insertion order received in our offices on or prior to the closing date of the issue. Verbal agreements are not recognized by the company.
- j) Cancellations must be in writing and are subject to publisher's approval. No cancellations of firm orders accepted after closing date. Insertion orders contracting space for cover and special positions are non-cancelable three months prior to the insertion order closing date. Publisher is not responsible for any error resulting from late booking or late arrival of material.
- k) Renewal date for covers and special positions is three months prior to issue closing date.
- l) All advertising copy subject to the approval of the publisher.
- m) The word "Advertisement" will be placed above copy which, in the opinion of the publisher, resembles editorial matter.
- n) Advertisers and advertising agencies assume liability for all content (including text, representation and illustrations) of advertisements printed, and also assume responsibility for any claims arising therein against the publisher.
- o) Proofs will be supplied for any ad produced by the publication on behalf of an advertiser, provided all deadlines are met by the advertiser. Advertisers will be charged for the production of advertising material unless otherwise specified by the advertiser.
- p) Classified and reading notices not accepted.
- q) If an advertiser either acquires or is acquired by another advertiser after the start of their individual contract year, (assuming each advertiser has a contract) both contracts will remain in place separately until the original contract year is completed.
- r) Publisher reserves the right to cancel the contract at any time upon default by agency in the payment of bills. In the event of such cancellation, charges for all advertising published shall become immediately due and payable by agency. Further, if there has been any default in the payment of a prior bill, or if, in the judgment of the publisher, the agencies credit becomes impaired, the publisher shall have the right to require payment for further advertising upon such terms as he/she may see fit.

