

Ty Pennington At Home

General Conditions and Contract Terms

1. The terms below are applicable to each advertising order submitted to the Publisher.
2. Cancellations or changes in orders are not accepted after closing date. Cancellations of covers are not accepted. Creative or changes received by our production department after closing date may not be accepted and will not be entitled to the privilege of O.K. or revision by the advertiser or its agency.
3. Rates, conditions, and space units accepted are subject to change without notice.
4. All orders are accepted at prevailing rate. Orders containing incorrect rates or conditions will be accepted, but will not be charged at the prevailing rate. Such incorrect conditions on orders will not be binding.
5. All orders and contracts must indicate specific issue dates, size and color of ad, and rate. All ads must be clearly identified by the trademark or name of the advertiser.
6. If a company either acquires the advertiser or is acquired by the advertiser during the course of a contract, advertising of either company which closed prior to the date of the acquisition will not contribute to earning discounts.
7. Orders with specific positions are accepted on a request-basis only, subject to the rights of the Publisher to determine actual positioning. Publisher reserves the right to back ads with coupons or face with inserts as necessary. Specific national franchise positions are solely at the discretion of the Publisher based on such factors as page volume, issue distribution, etc. Full positioning latitude is required by Publisher on all group/local edition advertising.
8. Publisher shall not be bound by any conditions appearing on orders, copy instructions, etc., if they are in conflict with the rate card or the magazine's policies. The Publisher reserves the right to reject any ad for any reason without liability, even if it has previously been accepted and run.
9. Publisher reserves the right to hold advertiser and/or its agencies jointly and separately liable for such monies as are due and payable to the Publisher. Publisher reserves the right to cancel the contract upon default in payment or breach of any provision of the contract, in which case all unpaid charges and short rates shall become immediately payable. Publisher has the rights to require payment for advertising upon such terms as Publisher sees fit and may change those terms during the contract, such changes becoming effective immediately.
10. No rebate will be allowed for insertion of wrong key numbers. The Publisher assumes no responsibility for errors in key numbers or in the printing or inserting of numbers in sweepstakes or other promotions.
11. Publisher shall not be liable for any costs or damages if for any reason it fails to publish an advertisement or for any remedy beyond the return of any amount paid for an ad for any error in the ad. In no event shall Publisher be liable for indirect or consequential damages.
12. Publisher shall not be responsible for printing materials held for more than one year from date of issued date.
13. The advertiser and its agency (if there is one) represent with respect to any order that it is fully authorized and licensed to use (1) the names and/or the portraits or pictures of persons, living or dead, or of things; (2) any trademarks, copyrighted or otherwise private material; (3) any testimonials and that such testimonials can be substantiated. The advertiser and its agency further represent that such ad is neither libelous, an invasion of privacy, nor otherwise harmful or unlawful as to any third party; that the ad does not contain any false or misleading statements or claims with respect to any and all laws, ordinance, statutes, rules or regulations of any governmental agency whether federal, state, or local; that the ad does not contain any material which is injurious or prejudicial to the interest of the public or the Publisher.
14. The advertiser and its agency agree to and do indemnify and hold harmless the Publisher from and against all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising out of the publication of any ad or breach or alleged breach of the above warranties. Publisher shall have the right in its sole discretion to either defend such claim or litigation by counsel of its own choice or to settle the same on such terms as Publisher deems advisable. In any case, the Publisher will not be subject to or liable for any financial costs or obligations whatsoever. The Publisher will not, in any event, be liable for loss of income or profits or any consequential damages.
15. All orders are accepted subject to occurrences or circumstances beyond the Publisher's control, such as, but not limited to, acts of God, fires, strikes, or accidents which prevent the Publisher from partially or completely producing, publishing or distributing the magazine.

BLEED: Available in four-color, two-color or black & white, only on spreads, full pages, 2/3, 1/2, 1/4, and 1/3 run-of-book ads at no additional charge.

FIFTH COLOR/SPECIAL COLOR: Matched and metallic inks are available on a limited basis in natural offset sections and cover forms only. Please consult your sales representative for costs and further specifications.

SHORT RATES AND REBATES: Advertisers will be short rated if within their 12-month contract year they do not use the amount of space on which their billings have been based. Advertisers will be rebated if within their 12-month contract year they have run the necessary space to earn a lower rate than the rate they were billed.

COMMISSION AND TERMS:

1. Commission to recognized advertising agencies: 15% of earned rate
2. Payment Terms of Sale: 30 days net
3. Bills rendered: 10 days prior to on-sale date