

2009 GENERAL CONDITIONS



A. The advertiser and its agency, if there is one, each represents that it is fully authorized and/or licensed to publish the entire contents and subject matter contained in its advertisement including (1) the names, portraits and/or pictures of any persons; (2) any copyrighted material; (3) any testimonials contained in any advertisements submitted to and published by the publisher.

B. In consideration of the publisher's acceptance of such advertisements for publication, the agency and the advertiser will indemnify and save harmless the publisher against all loss, liability, damage and expense of any nature arising out of the copying, printing or publishing of its advertisement, including without limitation, reasonable attorneys' fees resulting from any claims or suits arising out of publication.

C. Conditions, other than rates, are subject to change by publisher without notice.

D. All contents of advertisements are subject to publisher's approval. Publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation or position commitment at any time, for any reason, without liability, even though previously acknowledged or accepted.

E. Positioning of advertisements is at the sole discretion of publisher.

F. Publisher shall not be liable for errors in key numbers.

G. Publisher cannot guarantee that cancellations or changes in orders from advertiser or its agency will be made after the closing date.

H. All insertion orders are accepted subject to provisions of current rate card. Rates are subject to change upon notice from publisher. Cancellation of space reservations for any reason (including a change in rates by the publisher) in whole or in part by advertiser will result in adjustment of the rate (short-rate) based on past and subsequent insertions to reflect actual space used at the earned frequency or volume rate.

I. 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.

J. Publisher shall have the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to publisher for advertising which advertiser or its agency ordered and which advertising was published.

K. No conditions other than those set forth in the rate card shall be binding on the publisher unless specifically agreed to in writing by the publisher. Publisher will not be bound by conditions printed or appearing on order blanks or copy instructions submitted by or on behalf of the advertiser when such condition conflicts with any provisions contained within this rate card.

L. Publisher is not liable for delays in delivery in the event of acts of God, action by any government or quasi-governmental entity, fire, flood, accidents, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of publisher affecting production or delivery in any manner.

M. All advertisements must be clearly identifiable as such with a trademark or signature of the advertiser, or the word "Advertisement" may be placed with copy, which in publisher's opinion resembles editorial copy.

N. Failure to make insertion orders correspond in price or otherwise with the rate schedule is regarded only as clerical error and publication is made and charged for upon the terms of the schedule in force without further notice.

O. It is the responsibility of the advertiser and its agency to ensure that all inserts and other advertising comply with the U.S. postal regulations and other applicable Federal and State laws and regulations.

P. As used in this section entitled "General Conditions," the term "publisher" shall refer to ELLE DECOR Magazine, published by Hachette Filipacchi Media U.S.

Q. Submission of any advertisement, insertion order, space reservation or position commitment shall constitute acceptance of the foregoing General Conditions.



Fashion designer Nanette Lepore's Victorian townhouse in Manhattan's West Village, September 2008