

# CONSCIOUSNESS MAGAZINE ADVERTISING AGREEMENT

DATE OF AGREEMENT: \_\_\_\_\_  
ISSUE NUMBER(S) \_\_\_\_\_ ISSUE DATE(S) \_\_\_\_\_ ISSUE CLOSING DATE(S) \_\_\_\_\_  
BUSINESS NAME \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

## Bi-Monthly AD TYPES, AD RATES, PREFERRED POSITIONS

	color	b/w
Back Cover.....	\$3789	\$1525
Inside Front.....	\$3763	\$1300
Inside Back.....	\$3763	\$1300
Full Page.....	\$3521	\$900
2/3 Page .....	\$3126	\$775
1/2 Page.....	\$2308	\$650
1/4 Page.....	\$1841	\$475
↑ Adveritorial/Online		
Classifieds (word limit 35).....	\$200	\$175

## ADVERTISEMENT INFORMATION

AD TYPE: \_\_\_\_\_  
AD RATE PER ISSUE: \_\_\_\_\_  
NUMBER OF ISSUES: \_\_\_\_\_  
COST SUB-TOTAL: \_\_\_\_\_  
DESIGN FEE / ARTWORK CHARGE: \_\_\_\_\_  
TOTAL COST: \$ \_\_\_\_\_

- \* 30% off for non-profit organizations
- \* Consciousness Magazine donates 10% to charity and organizations for every advertisement or magazine sold!
- \* Payment due date is every even month on the 25th. (ex. Feb, Apr, Jun)

### Special charges:

Design Fees: \$45 for 1/4 and 1/2 page ads; \$75 for 2/3 and full page ads. (\$35 for Online designs)

Please send your advertisement in a high-resolution (minimum of 300 dpi) TIFF, EPS, JPEG or PDF file format emailed to (info@consciousnessmagazine.com) or mailed on a Zip or CD-ROM: Consciousness Magazine, 475 E. Court Street #2496, Kankakee, IL 60901

## PAYMENT & ADVERTISING AGREEMENT

The Undersigned Advertiser agrees to supply Consciousness Magazine camera ready artwork for \_\_\_\_\_ consecutive issues of Consciousness Magazine. The advertising rate is \$ \_\_\_\_\_ per issue. The total amount of this Advertising Agreement is \$ \_\_\_\_\_. The Undersigned Advertiser agrees to pay Consciousness Magazine \$ \_\_\_\_\_ beginning with the first payment due on (MM/DD/YYYY) \_\_\_\_\_. The first advertisement will appear in Issue Number \_\_\_\_\_ and the last advertisement will appear in Issue Number \_\_\_\_\_. The ad size CANNOT change during the period covered in the Advertising Agreement. All payments shall be made payable to: Consciousness Magazine, 475 East Court Street, Kankakee, IL 60901. For further information, call (312) 715-7884 or visit online: <http://www.consciousnessmagazine.com>. Money paid to Consciousness Magazine is non-refundable.

IT IS THE SOLE RESPONSIBILITY OF THE ADVERTISER to provide camera ready advertising no later than at the close of regular business hours on the ISSUE CLOSING DATE unless otherwise noted in this Agreement. By signing this Agreement below, the Advertiser acknowledges that they have read, understand, and agree to all the terms, conditions and items that are contained in all pages of this Agreement, and that they have received a copy of this Agreement.

\_\_\_\_\_  
Advertiser Signature/Date

\_\_\_\_\_  
Consciousness Magazine Representative Signature/Date

## TERMS, CONDITIONS, & GENERAL POLICIES FOR CONSCIOUSNESS MAGAZINE ADVERTISING

1. The Publisher reserves the right to reject or cancel any advertisement(s) at its sole discretion.
2. All artwork submitted to the Publisher becomes the sole property of the Publisher and cannot be returned.
3. All advertisements are accepted and produced by the Publisher on the representation that the advertiser and/or advertising agency is properly authorized to publish the entire contents and subject matter thereof. It is understood that the advertiser and/or agency will indemnify any loss, expense or any other liability arising out of publication of such advertisement.
4. No conditions, printed or otherwise, appearing on the contract order or copy instructions, which conflict with the Publisher's policies, will be binding on the Publisher, unless specifically agreed to in writing by the Publisher.
5. The Publisher reserves the right to hold the Advertiser and/or the Advertising Agency jointly and severally liable for such monies as are due and payable to the Publisher.
6. Ad positioning agreements, even when acknowledged in writing by the Publisher, are subject to preemption by units of greater space, special placements or insertions or any other reason at the sole discretion of the Publisher.
7. The Publisher cannot be held responsible for the quality of reproductions when specifications are not adhered to or when materials are not received by specified dates. "Camera ready" art/ads from advertisers must be of the exact specifications required by the Publisher. Art/ad specifications pertain to any/all of the following: art/ad size, resolution of output or items submitted for output, line screen, etc. If these specification guidelines are not adhered to in the strictest sense, the Publisher reserves the right to not accept the art/ad as camera ready and make adjustments to the advertisers price of the ad according to the current Publisher's price guidelines.
8. Any advertising agreement subject to cancellation must be accepted and acknowledged in writing by the Publisher in advance of the publication closing date. Cancellations are subject to a loss of monies already paid toward said advertising.
9. It is the sole responsibility of the Advertiser to proof their ad for correctness. It is the Advertiser's responsibility to turn in artwork to the Publisher during normal business hours on the publication closing date for the issue in which the advertisement is to be published. If no artwork is provided by the specified date, the Advertiser shall lose all monies paid to the Publisher and forfeit any space reserved.
10. No employees or agents of the Publisher has the authority to change any of the term, conditions, and/or general policies of Consciousness Magazine.
11. As evidenced by the signatures of the sales representative and the Advertiser, the parties intend that a binding contract be created, and that it is understood by the Advertiser that the dollar amount contracted for in each issue contracted for is due regardless of Advertiser's business closure, business location change, event cancellation, or any other adverse event that might otherwise prohibit the Advertiser from the intended benefits of advertising in Consciousness Magazine.
13. Photographs, mechanicals and other production department operations requested by the Advertiser from the Publisher will be assessed an extra charge. The amount will be based on the cost of the work required to get that item into the form and specification which conform to the Publisher's specification.
14. Although the Publisher will make every effort to print and distribute Consciousness Magazine by the issue date, the Publisher shall not be held liable, and the Advertiser agrees to waive it's rights to hold the Publisher liable for failure to distribute any issue of Consciousness Magazine by the issue date.
15. Advertiser agrees that under no circumstance whatsoever, will Consciousness Magazine be accountable to the Advertiser for any claim, loss of advertising, loss of business, failure to print and/or publish that would exceed the Advertiser's PAID amount.
16. The Advertiser warrants that he is the duly authorized and appointed agent for, or representative of, the product or service or place of business or business to be advertised under this Agreement and agrees to hold the Publisher harmless from any and all claims in any manner resulting from said advertising.
17. The Advertiser warrants that the use, in or in connection with any item, person, or persons used in or in connection with any item of advertising specified in this Agreement, including the use of any picture, picture reproduction, any endorsement, trade mark or trade name is duly authorized and the Advertiser agrees to hold the Publisher harmless from any and all claims in any manner resulting from use of such in advertising.
18. The Advertiser is fully aware and understands the nature and content of Consciousness Magazine and that it is a publication that contains GAY, LESBIAN, BI-SEXUAL, and HOMOSEXUAL content of an explicit nature, including, but not limited to, editorials, articles, advertising, pictures, drawings, illustrations, commentary and other such materials, and as such, the Advertiser agrees to hold the Publisher harmless from any and all claims in any matter resulting from said contents of Consciousness Magazine.
19. Publisher reserves the right to decline any advertisement, before or after published closing date, including any prepaid, paid and/or unpaid advertisement. All copy, text, photos, and illustrations in advertisements are published with the understanding that the Advertiser is fully authorized, has secured proper consent for use of such material, and that the Publisher may lawfully publish Advertiser's material. The Advertiser agrees to indemnify and hold the Publisher, its employees, officers, agents, and business affiliations harmless from any and all liability, loss and expense of any nature whatsoever incurred as a result of publishing said advertisement. That indemnity includes, but is not limited to, lawsuits for libel, invasion of privacy, plagiarism, copyright infringement, unauthorized use of a person's name or photograph, or any other claim or suit.
20. By executing this Agreement, the Advertiser admits having read all of the foregoing and neither the Publisher nor the Advertiser shall be bound by any agreement or understanding not expressed herein, and that the Advertiser understands and agrees to all of the Terms and Conditions contained in this Agreement.