

Advertising Contract

Loon Publishing, LLC | Painting World Magazine
514 West Main Street, Albert Lea, MN 56007



ADVERTISEMENT INSERTION ORDER

Advertiser Contact Information

Company Name: _____

Address: _____

City, State and Zip Code: _____

Contact Name & Title: _____

Phone: _____

Fax: _____

Email Address: _____

Order Date: _____

Advertisement Information

Advertiser is responsible for delivering the advertisement content. This advertisement will be published in Painting World Magazine®.

Launch Date: _____ End Date: _____

of Ads per year: _____ Price per ad insertion: _____

Size of Ad: _____

Advertisement Notes: _____

Total Price: \$ _____ USD

Payment Information

Payments must be received within 30 calendar days after the date of invoice. **Late payments will incur a 10% late fee.** Advertiser will be invoiced prior to each issue release. Ad prices are PER AD INSERTION. Payment can be made via credit card, check or PayPal. All prices are in US Dollars.

Check: Please make checks payable to Loon Publishing, LLC **PayPal:** Pay to editor@paintingworldmag.com

Terms and Conditions

Entire Agreement

This document contains the entire agreement between Advertiser and Publisher. ("Agreement"). Advertiser may not transfer or assign any of its rights under this Agreement. This Agreement may be modified only by a written document signed by both parties.

Representations and Warranties / Indemnity

Advertiser represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it owns (or has the right to use) all content, including all trademarks and copyrighted materials, provided to Publisher or otherwise used by Advertiser pursuant to this Agreement; (c) the Advertising and any other content published or displayed pursuant to this Agreement will not violate or infringe any law, rule, regulation or right of any third party; (d) it will fulfill all representations and commitments made in any Advertising; and, (e) it will act at all times in accordance with all applicable laws, rules and regulations. Advertiser shall indemnify, defend and hold harmless Publisher, its affiliated companies, and each of their officers, directors, shareholders, employees, representatives and contractors, from every claim, liability, expense or

injury related to any allegation regarding: the breach of any representation or warranty made, or failure to perform any obligation undertaken, by Advertiser pursuant to this Agreement; Advertiser's person, property or assets; the content of, or representations made in, any Advertising or on Advertiser's Web site; and, any other content, material or information provided, created or used by Advertiser. Publisher will have the right to control the defense of any claim involving Publisher.

Limitation of Liability

IN NO EVENT SHALL PUBLISHER BE LIABLE TO ADVERTISER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PUBLISHER BE LIABLE TO ADVERTISER FOR ANY AMOUNT GREATER THAN THE AMOUNT PAID BY ADVERTISER TO PUBLISHER UNDER THIS AGREEMENT FOR THE MOST RECENT THREE-MONTH PERIOD PRIOR TO ANY ALLEGED CLAIM BY ADVERTISER. PUBLISHER EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING PUBLISHER SERVICES OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, AND ANY WARRANTY REGARDING (A) THE NUMBER OF PERSONS WHO WILL ACCESS THE ADVERTISEMENT; (B) ANY BENEFIT ADVERTISER MIGHT OBTAIN FROM ANY ADVERTISING; AND (C) THE SPEED, ACCESSIBILITY, OPERATION OR FUNCTIONALITY OF ANY ADVERTISING TO BE DISPLAYED.

Termination

Publisher may terminate this Agreement immediately if Advertiser fails to make any payment required herein, or if Advertiser breaches any other portion of this Agreement. Upon termination, all amounts due under this Agreement shall immediately become due and payable.

Force Majeure

Except for payment obligations, neither party shall be deemed in default of this Agreement, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, labor strike, lockout, or boycott, provided that the Party relying upon this section (i) shall have given the other Party prompt written notice thereof and, in any event, within ten (10) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this section extends for a period in excess of thirty (30) days in the aggregate, either Party may immediately terminate this Agreement.

Governing Law

This Agreement and the validity thereof shall be construed, interpreted and enforced pursuant to and in accordance with the substantive law (excluding choice of law provisions) of the State of Minnesota. The Parties agree that any action related to this Agreement or its terms may be brought only in a federal or state court sitting in Minnesota.

Signatures

This Agreement shall be signed on behalf of Loon Publishing, LLC by Kole Hunt, its Editor, and on behalf of

_____ by _____

Loon Publishing, LLC:

By (Sign): _____ Date: _____

Name: Kole Hunt Title: Editor

Advertiser name: _____

By (Sign): _____

Print Name: _____ Title: _____ Date: _____