



**MEAN GREEN MARKETING LLC**  
**3065 E. Northern Ave., STE C, Kingman, AZ 86409**  
**MeanGreenMarketingAZ@gmail.com**  
**(928) 377-4730**

For your Convenience  
 We accept Cash, Check  
 and Credit Cards

## Advertising Insertion Order, Terms & Conditions

### Information

Advertiser \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

City, State ZIP \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

New Advertisement Fee \$85  
 includes artwork and on boarding setup for any ad size

### Monthly Rate

\_\_\_\_\_

Full Side \$300 \_\_\_\_\_  
 with tax 316.80

Rear \$350 \_\_\_\_\_  
 with tax 369.60

Panorama \$700 \_\_\_\_\_  
 with tax 739.20

1 month \_\_\_\_\_ 3 month \_\_\_\_\_ 6 Month \_\_\_\_\_ 12 month \_\_\_\_\_

Receive 5% off the 6 month campaign or up to 7% off for the 12 month campaign!

Start Month \_\_\_\_\_

**The Undersigned agrees to all Terms & Conditions Stated Below**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By submitting an Insertion Order ("IO") for advertising with Mean Green Marketing LLC, or any of its related services (collectively, "Mean Green Marketing") the aforesigned company "Advertiser" or its advertising agency ("Agency") agrees to the following terms and conditions with respect to such advertising (collectively, "Terms"). No other terms and conditions will be binding on Mean Green Marketing LLC ("MGM"), unless MGM agrees to such terms and conditions in writing.

#### 1. INSERTION ORDER.

MGM agrees to deliver, and Advertiser/Agency agrees to pay for, the services on the applicable IO which IO is incorporated herein by this reference (collectively, "Services"), according to rates specified on the IO and subject to these Terms.

#### 2. CANCELLATION AND CHANGES.

Advertiser may cancel the IO within seven (7) days' of signature on IO so long as the service period has not started. Cancellation notices must be in writing or via email to MGM *Meangreenmarketingaz@gmail.com* and will be deemed given upon MGM's confirmation of receipt.

In the event of cancellation after seven (7) days or the start of service period Advertiser shall be subject to a cancellation fee of 100% of the IO ("Cancellation Fee"). This fee becomes due and payable immediately.

MGM expressly reserves the right to reject or cancel any advertisement that does not comply with Mean Green Marketing LLC Standards of Advertising Acceptability, as determined in MGM's sole discretion. In the event of cancellation for default in the payment of invoices, charges for all advertising published as of the cancellation date shall become immediately due and payable.

#### 3. CREDIT AND PAYMENT TERMS.

MGM, at any time during the term of this Agreement, and at its sole discretion, may require payment for advertising upon terms determined by MGM prior to publication of any advertisement.

If an Advertiser continues to fail to make timely payment or work out a payment plan with MGM, Advertiser will be responsible for all reasonable expenses (including attorneys' fees) incurred by MGM in collecting such amounts. MGM reserves the rights to suspend credit and/or performance of its obligations if Advertiser fails to make timely payment.

Insufficient funds, returned items, and stop payments will be charged \$100.00 on first occurrence, Second through fourth occurrences will be charged \$150.00 and fifth and subsequent occurrences \$205.00. Fees will be charged during the current month.

An "occurrence" is a day with at least one insufficient funds or returned item/withdrawal request.

Fees on IO are exclusive of taxes. Advertiser shall pay all international, federal, state and local taxes assessed in connection with the Services.

Agency and Advertiser are jointly and severally liable for the payment of invoices arising from placement of advertising in MGM and for all costs of collection of late or non-payment.

If an account is placed with a collection agency or attorney for collection, all commissions and discounts will be rescinded or become null and void and the full advertising rate shall apply.

Unless agreed to in writing by MGM All IOs are due and become and non refundable no later than 5 business days before the beginning of the advertising period.

#### 4. AD MATERIALS, DELIVERY AND CONTENT.

Unless the advertiser has contracted with MGM to supply ad material, it is the Advertiser's responsibility to supply suitable material ("Ad Material") to MGM within the deadlines stated on the IO or a minimum seven (7) days prior to the Beginning of the advertisement period, whichever is sooner. If material is not submitted within such timeframe or is submitted incorrectly or inconsistent, MGM reserves the right to repeat old material, or to charge the Advertiser for the advertisement without it appearing. No responsibility will be accepted for loss or damage to copy, artwork or photographs supplied.

All Ad Materials are subject to MGM's approval. MGM reserves the right, at any time and for any reason in its discretion, to reject, cancel or cease publication of any Ad Materials, space reservation, or position commitment, without any liability.

Any Ad material created by MGM on behalf of an advertiser shall be the advertiser's liability after a proof has been approved by advertiser, and MGM shall not be liable for content or inaccuracy's.

#### 5. WARRANTIES AND INDEMNITY.

Advertiser and Agency jointly and severally represent and warrant that each advertisement submitted by it through MGM contains no copy, illustrations, photographs, text or other content that may result in any claim against MGM. Advertiser and Agency jointly and severally shall indemnify and hold harmless MGM, including its employees, officers, directors, representatives, agents and affiliates, from and against any damages and related expenses (including attorneys' fees) arising from the content of advertisements, including, but not limited to, claims of invasion of privacy, unauthorized use of names or pictures of living persons, trademark infringement, libel and misrepresentation.

MGM represents and warrants that advertising via mobile monthly shall consist of 2000 displays in a calendar month, and shall be displayed at random times between the hours of 7AM and 9PM.' Advertiser Acknowledges there may be up to a 10% variation in any given advertising period (month) All Advertisement Rotation positions are at the sole discretion of MGM.

#### 6. LIMITATION OF LIABILITY.

MGM is not liable to Advertiser or its agency for delay or default in performance or completion of Services under the IO or these terms, if caused by conditions beyond its control, including but not limited to, an act of God, accident, fire, strike, terrorism, governmental authority, telecommunications or network failure, electrical outage, Screen failure, or failure of the Internet.

The liability of MGM for any act, error or omission for which it may be held legally responsible shall not exceed the cost of the ad space affected by the error. In no event shall MGM be liable for any indirect, consequential, special or incidental damages, including, but not limited to, lost income or profits.

#### 7. MISCELLANEOUS.

Advertiser or its agency may not assign or transfer, in whole or in part, any of the rights and obligation under this IO.

These Terms, together with the IO, shall be governed and construed in accordance with the laws of the state of Arizona.

MGM, at any time during the term of this Agreement, and at its sole discretion, may make changes to the IO and/or Terms of this contract. All changes to the IO will be communicated to the client within thirty (30) days.

This Agreement shall perpetuate for any future IOs between the advertiser and MGM unless written notice has been given.