



Horse Community Journals Inc.

PUBLISHERS OF:

Canadian Horse Journal

CANADA'S
Equine Guide

HORSEJournals.com

THE
Hoofbeat
NEWSLETTER

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TERMS

In this Agreement, CANADIAN HORSE JOURNAL shall be referred to as the "Publisher," and the Advertiser shall be referred to as the "Advertiser" or "Client." The Advertiser hereby agrees to advertise with the Publisher as set out in the Ad Insertion Order, and the Publisher hereby agrees to publish such advertisement(s), subject to all of the terms and conditions contained herein, including those on the Ad Insertion Order, which the Advertiser acknowledges that he/she has read.

Credit/Terms: First three insertions for new clients must be accompanied by PAYMENT IN FULL unless satisfactory credit arrangements have been made. The client agrees to pay all invoices within 30 days from issue date and failure to do so will result in an additional interest charge of 2% per month (26.77% per annum) on the outstanding balance. RETURNED CHEQUE FEE: \$45.

Cancellation: 30 days written notice required for cancellation of a term contract, at which time all previous insertions will be billed at the one time rate. Advertising cancelled after deadline will not be reimbursed.

Space Rates: This contract is binding on the Publisher for all conditions and notations contained herein except for space rates. The Publisher reserves the right to change rates at any time during the contract term. Subsequent to a rate change notice the client has the right to cancel the contract under normal cancellation conditions, without back rating. If the client continues the contract after the announcement of a change, the new rates will take effect for the fourth issue after the effective issue of the new rates. Advertisers not on contract must pay the new rates with the first effective issue.

Camera Ready Material: Please provide a press-quality PDF (preferred) or a 300 dpi TIFF or JPEG file. InDesign files are also acceptable if all fonts and images (300 dpi at 100%) are provided. Files should be created in CMYK format to the exact dimensions of the ad as specified in our media kit. Full page ads should provide a 1/8" bleed beyond the trim size (if sufficient bleed is not provided the ad will be printed with a .375" white border on all four sides).

Advertiser Supplied Material: The Advertiser grants the Publisher the right to destroy all ad materials supplied by the Advertiser to the Publisher if same are not demanded within one year after last use. In the event that the Advertiser fails to supply ad material by the closing date for such materials the Advertiser grants the Publisher the right to publish material from previously run advertisements and where no such material is available, to publish a public service ad chosen by the Publisher and the Advertiser agrees to pay the regular advertising costs in such an event.

Deadlines: Proofs cannot be guaranteed on copy received after copy deadline. Publisher will make every effort to provide proof but where this is not possible, reserves the right to run ad prepared from rough draft material.

Production Charges: In addition to any production charges shown on the Ad Insertion Order, the Advertiser shall be responsible for any additional production charges caused by any alterations made to the original ad.

Notice of Dispute: The Advertiser must notify the Publisher of any errors or omissions to advertising insertions in writing within 15 days of the issue date. No credit or make-good will be considered after that date.

Publisher Errors: The Publisher limits his liability for errors on Publisher set ads, including address and phone number, to ads for which no proof has been seen by the Advertiser. The extent of that liability shall not exceed 10% of the total cost of insertion of such ad in one issue. Where major errors may render the effect of the advertisement completely useless or negative, a make-good may be given at the sole discretion of the Publisher. A make-good is an insertion in addition to the number already contracted for by the Advertiser. If a make-good is allowed, the Advertiser agrees to pay for the defective ad when invoiced, on normal payment terms. A make-good does not count toward any frequency discount allowed in this advertising contract.

Services: The Publisher: (a) makes no warranties in relation to proximity of advertising material in a publication relative to advertising material relating to competing products or services; (b) may, in her absolute discretion, refuse to accept any advertising material or cancel or reschedule any booking or refuse to provide any services; (c) reserves the right to place the word "advertisement," "promotion," or similar wording within or adjacent to any advertising material which, in the Publisher's opinion, resembles editorial material. Production costs (including those associated with inserts and onsets) are payable by the Advertiser at the Publisher's standard rates from time to time where production costs are incurred on behalf of Advertiser.

Warranties: The Advertiser warrants that advertising material lodged with the Publisher (a) complies with all laws, statutes, regulations, codes of practice and any standards applicable to publication of the advertising material and determined by any relevant regulatory agency or industry self-regulatory body; (b) complies with any standard, guideline or requirement specified by the Publisher and notified to advertiser from time to time; (c) does not infringe copyright, trademark, obligations of confidentiality or other legal rights of any person; (d) is not false or misleading and is true in substance and in fact; and (e) does not contain anything which may give rise to any cause of action by a third party against the Publisher, including without limitation material which is defamatory or obscene or which otherwise causes injury or damage to any person.

Indemnity: The Advertiser indemnifies the Publisher, its officers, employees, agents, suppliers, and affiliates against any action, claim, loss, expense or cost, suffered or incurred, whether directly or indirectly, by the Publisher, its officers, employees, agents, suppliers, and affiliates as a result of any breach by the Advertiser of these terms and warranties or otherwise (including recovery of any amounts owed to the Publisher by the Advertiser) arising from publication of Advertising Material or cancellation of or failure to publish any Advertising Material or otherwise in connection with such advertising.