



The following are certain general terms and conditions governing advertising published in *Progress Magazine*, published by the Valdosta-Lowndes County Chamber of Commerce ("Publisher"). In consideration of the Publisher's reviewing for acceptance, or acceptance of, any advertising for publication in the Magazine, Advertiser agrees to each of these general terms and conditions.

The Publisher may reject or cancel any advertising for any reason at any time.

The words "this is a paid advertisement" (or substantially similar wording) shall be printed at the top of advertisements that, in the opinion of the Publisher, may appear as simulating or be confusingly similar with the Magazine's articles or editorial material in appearance or style.

No advertising space will be reserved until a signed Purchase Agreement is received by Publisher. The Purchase Agreement serves as a contract between Advertiser and Publisher. These general terms and conditions are hereby incorporated into and are an integral part of the contract between Advertiser and Publisher.

Orders for specific ad positions are accepted as requests, only. The Publisher shall not be bound by such requests and has the right to determine the actual position.

Ad copy and signed Purchase Agreement must be RECEIVED by Publisher, no later than the Ad Deadline Date. If ad changes are not received by Ad Deadline Date, latest material on hand will be used. Ads not received by the Ad Deadline Date WILL NOT be published. Advertiser is responsible for full payment for advertising or reserved space, regardless of whether complete ad copy is submitted on time.

Advertisers may not cancel orders for, or make changes in, advertising after the Ad Deadline Date. Any notice of cancellation or changes in advertising must be received in writing by the Publisher prior to the Ad Deadline Date. Advertiser is responsible for full payment for advertising or reserved space that Advertiser requests be cancelled after the Ad Deadline Date and, regardless, Publisher is not obligated to "pull" any such advertising that Advertiser requests be cancelled after the Ad Deadline Date.

The Publisher is not responsible for any errors or omissions in any advertising materials provided by the advertiser or its agency.

Ad rates do not include the cost of production.

All advertisements are accepted and published in the Magazine upon the representation by the Advertiser and agency that they are authorized to publish the entire contents and subject matter, thereof and that such publication (or availability) will not violate any law or infringe upon any right of any party. In consideration of the publication of advertisements, the Advertiser and its agency will, jointly and severally, indemnify, defend and hold the Publisher harmless from and against any and all losses and expenses (including without limitation, attorney's fees) arising out of the publication of such advertisements in the Magazine, including without limitation, those arising from claims or suits for defamation, copyright or trademark infringement, misappropriation, violation of the Lanham Act, or rights of privacy or publicity, for from any and all similar claims now known or hereafter devised or created.

No conditions, printed or otherwise, appearing on contracts, orders or copy instructions which conflict with, vary or add to these terms and conditions or the provisions of the Magazine's rate card (including, without limitation, regarding placement of advertising will be binding on the Publisher.

The Publisher shall not be subject to any liability whatsoever for any failure to publish or circulate all or any part of any issue or issues of the Magazine because of strikes, work stoppages, accidents, fires, acts of God or any other circumstances not within the control of the Publisher.

Terms of Payment: For single issue ads - Payment is due on or before the Ad Deadline Date. For annual contract ads - Payment is due on or before each Ad Deadline Date. In the event that the Advertiser cancels the Annual or 2-Year Contract agreement for any reason before its completion (four issues for the Annual Contract or eight issues for the 2-Year Contract), the Advertiser must pay the single issue rate for each of the advertisements that have been published, from the first of the Annual or 2-Year Contract to date of cancellation. Acceptable methods of payment are: Cash, Check (payable to Valdosta-Lowndes County Chamber of Commerce), VISA, MasterCard. Advertiser is responsible for all costs of collection for payment, including returned check fees, court costs, and reasonable attorney's fees.