

BLACK TIE INTERNATIONAL

Society, Celebrity, Enterprise, Philanthropy

ADVERTISING SPACE AGREEMENT TERMS AND CONDITIONS.

1. UNLESS CREDIT ARRANGEMENTS ARE AGREED TO IN WRITING AND SIGNED BETWEEN THE PARTIES ALL ADS MUST BE PAID IN FULL PRIOR TO THE PUBLICATION DATE.
2. THE PUBLISHER RESERVES ALL RIGHTS TO REFUSE ANY ADVERTISING AT ANY TIME AND FOR ANY REASON. FINAL APPROVAL OF ALL ADVERTISING SHALL BE SOLELY DECIDED BY THE PUBLISHER; NO REFUSAL TO RUN REQUESTED ADVERTISING WILL GIVE RISE TO ANY LIABILITY TO ANY ADVERTISER.
3. ADVERTISER WARRANTS THAT THE MATERIALS SUPPLIED TO THE PUBLISHER FOR REPRODUCTION AS ADVERTISING IS THE PROPERTY OF THE ADVERTISER AND THAT THE ADVERTISER HAS FULL RIGHTS TO SAID MATERIAL AND CONVEYS SAID RIGHTS OF REPRODUCTION TO THE PUBLISHER.
4. UNLESS AGREED TO IN WRITING AND SIGNED BY THE PARTIES OTHERWISE, ALL ADVERTISING WILL BE PRINTED IN THE ENGLISH LANGUAGE.
5. THE PUBLISHER ACCEPTS BUT DOES NOT GUARANTEE ORDERS FOR ADVERTISING POSITION.
6. LIABILITY FOR ALL ADVERTISING CONTENT IS ASSUMED JOINTLY AND SEVERALLY BY ADVERTISER AND ITS AGENCY, IF SO REPRESENTED; SAID PARTIES AGREE TO INDEMNIFY THE PUBLISHER AND HOLD PUBLISHER HARMLESS FOR ALL COST AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING OUT OF THE PUBLICATION OF THEIR ADVERTISING.
7. THE PUBLISHER SHALL NOT BE HELD LIABLE TO ANYONE SHOULD, DUE TO AN ACT OF GOD OR FOR REASONS BEYOND PUBLISHER'S CONTROL, THE PUBLICATION FAIL TO BE PUBLISHED OR DISTRIBUTED. PUBLISHER RETAINS FULL RIGHTS TO POSTPONE PUBLICATION DATE OR MODIFY ANY PLANS TO PUBLISH OR DISTRIBUTE, FOR ANY REASON, PROVIDED ADVERTISER IS NOTIFIED OF SUCH A DECISION AND IS GIVEN 7 DAYS TO RESPOND TO THE PUBLISHER, IN WRITING BY CERTIFIED MAIL SHOULD ADVERTISER, GIVEN SAID NOTIFICATION, WISH TO CHANGE HIS ADVERTISING PLANS.
8. RECOGNIZED AGENCIES WILL BE ALLOWED STANDARD COMMISSIONS PROVIDED THEIR ACCOUNT IS PAID IN FULL 60 DAYS FROM DATE OF BILLING, UNLESS SPECIFICALLY AGREED TO OTHERWISE IN WRITING AND SIGNED BY THE PARTIES TO THE AGREEMENT.
9. LATE PAYMENTS SHALL ACCRUE INTEREST OF 1.5% PER MONTH ON THE OPEN BALANCE; SHOULD PUBLISHER BE LEFT WITH NO CHOICE BUT TO TAKE LEGAL ACTION.
10. ADVERTISER MAY NOT CANCEL A CONTRACT FOR ANY REASON WHATSOEVER, WITHOUT THE EXPRESSED PERMISSION OF THE PUBLISHER.
11. THE ENTIRE AMOUNT OF THE CONTRACT OBLIGATION IS DUE UPON THE SIGNING OF THIS AGREEMENT; PAYMENT TERMS ARE GRANTED AS PROVIDED FOR IN THIS AGREEMENT CONTINGENT ON ALL ACCOUNTS BEING CURRENT. ANY DEFAULT IN AN AGREED TO AMOUNT DUE ON THE CONTRACT (INCLUDING CHARGES FOR ADS CONTRACTED FOR WHICH HAVE NOT ALREADY BEEN RUN), TO BECOME IMMEDIATELY DUE IN FULL. IN SUCH A CASE PUBLISHER WILL HAVE NO OBLIGATION WHATSOEVER TO ADVERTISER.
12. PUBLISHER WILL RETURN ANY ART WORK AND OR ADVERTISING MATERIAL SUBMITTED BY THE ADVERTISER PROVIDED SAID REQUEST IS MADE IN WRITING AT THE TIME THE MATERIAL IS DELIVERED. PUBLISHER DOES NOT GUARANTEE CONDITION OF RETURNED MATERIAL AND ADVERTISER SHOULD TAKE WHATEVER PRECAUTIONS ARE NECESSARY IN ORDER TO PROTECT OR INSURE ANY MATERIALS RELEASED TO PUBLISHER FOR USE AS REQUESTED BY THE ADVERTISER.
13. PUBLISHER WILL NOT BE HELD LIABLE FOR ANY DAMAGES OR LOSSES DUE TO ERRORS OR OMISSIONS; REASONABLE ALLOWANCE WILL BE MADE AT THE DISCRETION OF THE PUBLISHER. UNDER NO CIRCUMSTANCES WILL ALLOWANCES BE MADE FOR ERRORS AND OMISSIONS THAT DO NOT MATERIALLY AFFECT THE VALUE OF THE AD.

www.blacktiemagazine.com • gerard@blacktiemagazine.com