

Healing Garden Journal – Advertising Contract

PLEASE COMPLETE THIS FORM and SEND WITH YOUR PAYMENT.

HGJ P.O. Box 2107, Birmingham, Michigan, 48012-2107

For additional information: 866-732-3445; Fax 248-336-2994

E-mail info@healinggardenjournal.com; Web site www.healinggardenjournal.com

Beginning:

DATE _____
ORGANIZATION _____ CONTACT _____
ADDRESS _____ CITY _____
STATE, ZIP _____ TELEPHONE _____
E-MAIL _____

REVIEW AND SIGN DISCOUNT RATE CONTRACT BELOW FOR MULTIPLE ADVERTISEMENTS.

- Please print my Display ad, size _____. I agree to pay \$_____ by the ad deadline for each issue that I run my ad.
- Please print my Marketplace ad size _____. I agree to pay \$_____ by the ad deadline for each issue that I run my ad.
- Please print my Directory Listing, _____ words. I agree to pay \$_____ by the ad deadline for each issue that I run my listing.
- Please print my Calendar Listing, _____ words. I agree to pay \$_____ by the ad deadline for each issue I run my listing.
- Please design my Display or Marketplace ad for the agreed production fee of \$_____.
- Please post my Web ad for _____ month(s). I agree to pay \$_____ for each month my ad is posted.

DISCOUNT CONTRACT RATE

- Please print my Display ad, Marketplace ad, Calendar Listing or Directory Listing for the next _____ (specify number) consecutive issues. I will pay the per-issue discount rate by the ad deadline for each issue. This reserves space for me at the current contract rate through the duration of this contract. The content of the ad can change, providing new ad materials are submitted by the ad deadline for each issue. Review and sign the Advertising Agreement below.

HEALING GARDEN JOURNAL ADVERTISING AGREEMENT

RATES & TERMS

This is a Contract for advertising between *Healing Garden Journal* and the under-signed Advertiser and is for the enclosed ad(s) at Discount Contract Rates.

This Contract is made and accepted according to the dates and conditions described in *Healing Garden Journal's* then current Rate Sheet.

Advertisers who order advertisements at Discount Contract Rates understand and agree that placing an order creates a binding obligation and contract to pay for all advertisements.

All ads must be paid in full when placed or by the ad deadline for each issue.

Advertising rates may change without notice. A Contract for advertising in two or more issues ensures that the Advertiser's rate for that ad will not change for the duration of the Contract, providing that advertiser has fulfilled the terms of the Contract.

If payment for any amount due *Healing Garden Journal* is not made according to the terms of this Contract, *Healing Garden Journal* reserves the right, without waiving any other rights, to refuse to accept any further advertising until all past-due payments are made. Advertiser agrees to pay eighteen percent (18%) per annum interest on any past-due balance. Advertiser further understands and agrees to pay all costs, reasonable attorney's fees and interest on the balance due at the then current highest legal rate incurred by *Healing Garden Journal* to collect any amount due.

Advertiser understands and agrees that *Healing Garden Journal* will run Advertiser's most recent copy and art if *Healing Garden Journal* receives no new copy or art by the ad deadline for each issue.

TERMINATION

Advertiser and *Healing Garden Journal* may terminate this Contract by giving *Healing Garden Journal* prior written notice before the ad deadline for each issue.

If the Advertiser chooses to terminate this Agreement, Advertiser will be charged a \$25 administration fee and will further be charged for all previous advertising under this Contract at a rate as if each advertisement was a single issue placement.

SIGNATURE: _____ DATE: _____

WARRANTIES

Advertiser warrants that all advertising purchased under this Agreement is specifically for the regular business of the Advertiser.

Advertiser further warrants that all advertising submitted is true and contains no falsities to the best of the Advertiser's knowledge.

Healing Garden Journal's liability is limited to the price of the ad.

Advertiser will hold *Healing Garden Journal* harmless from and indemnify *Healing Garden Journal* for any costs whatsoever incurred through the placement of Advertiser's ad.

GENERAL TERMS

All copy submitted for advertising must be typewritten. *Healing Garden Journal* will not be responsible for mistakes resulting from handwritten copy.

Any change an Advertiser wishes to make to an ad must be submitted to *Healing Garden Journal* in writing by the ad deadline for the issue in which the change is to appear. Ads will be displayed at 90-100% of their original size.

Any waiver by *Healing Garden Journal* of any breach of any of the terms of this Contract shall not constitute a waiver of any subsequent breach of the same terms or any other terms of this Contract. This Contract is subject to the laws of the State of Michigan, USA, without regard to conflict of law principles, and the parties understand and agree that any and all disputes must be within the exclusive jurisdiction of the State Courts in Oakland County, Michigan, and federal courts in Michigan and the parties hereby consent to such jurisdiction and venue.

If any provision of this contract is deemed void or unenforceable then all other provisions of this Contract shall remain in full force and effect. This Contract may not be assigned by Advertiser without prior written permission of *Healing Garden Journal*.

This Contract is the entire agreement of the parties and supercedes all prior communications and agreements whether written or oral. This Contract may only be modified by a prior written agreement signed by authorized representatives of the parties.

PRINT NAME: _____