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ADVERTISING CONTRACT

Contract #: CNT-AD # _____ Date: _____ / _____ / 2007

Advertiser:	Phone:
Contact Person:	Fax:
Address:	E-mail:
Ad Spec:	Frequency: <input type="checkbox"/> Monthly / <input type="checkbox"/> Other (_____)
Ad Title:	From: 2007 To: 2007
Rate: (Per Month)	Terms: Due upon invoice
Ad Amount:	Deposit: \$ _____ Balance: \$ _____

General Policies

1. Cube Tomato, Inc. / BxB Magazine ("publisher" hereafter) reserves the right to reject advertising when the contents of an ad do not meet its editorial and/or ethical standards. Publisher reserves the right to modify such standards from time to time.
2. Positioning of advertisements is at the discretion of the publisher except where a request for a specific preferred position is approved by publisher.
3. Cancellation of space order forfeits the right to position protection.
4. Publisher assumes no liability if for any reason it becomes necessary to omit an advertisement.
5. Advertiser and advertising agency agree to indemnify, defend, and save harmless the publisher from any and all liability for content (including text, illustrations, representations, sketches, maps, trademarks, labels or other copyrighted matter) of advertisements printed, or the unauthorized use of any person's name or photograph arising from the publisher's reproduction and publishing of such advertisements pursuant to the advertiser's or agency's order. The publisher reserves the right to reject, discontinue or omit any advertising or any part thereof.
6. Publisher is not liable for delays in delivery and/or non-delivery in the event of Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slow-down, or any condition beyond the control of publisher affecting production or delivery in any manner.
7. Publisher reserves the right to reschedule an advertisement for the following issue when it is unavoidable due to any situation or condition beyond the control of publisher affecting production or delivery in any manner.
8. Publisher reserves the right to limit the size of space for an advertisement.
9. Publisher reserves the right to revise advertising rates upon a 30 day written notice. Conditions, other than rates, are subject to change by publisher without notice.
10. Publisher's liability for errors shall be limited to cost of space.
11. Annual contract must be signed in advance to earn other than the open rate.
12. All specials and privileges, including discount rate, will be retroactively forfeited if contract is cancelled.
13. Announcements, public notices and one-party statements require advance payment.
14. Publisher shall have the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to publisher for advertising which advertiser or its agent ordered and which advertising was published. If it should become necessary initiate any legal proceedings to collect balance due, advertiser and/or its agency agrees to the jurisdiction of Schaumburg, Illinois. Advertiser and/or its agency shall also pay attorney's fee and all other collection costs.
15. Contracts may be terminated by either party upon a 30 day written notice.
16. No conditions other than those set forth here shall be binding on the publisher unless specifically agreed to in writing by the publisher. Publisher will not be bound by conditions printed or appearing on order blanks or copy instructions which conflict with provisions stated here.

Acknowledging the General Policies above, I hereby verify that the above advertiser agrees to purchase ad space in BxB Magazine as specified above.

Date: _____ / _____ / _____ Advertiser's Signature _____