

WAYWARD GAMER

Advertising Agreement

Business Name (As on Ad) _____ Date of Agreement _____
 Billing or Agency Name _____ Contact Phone : _____
 Contact Name _____
 Billing Address _____
 City _____ State _____ Zip _____
 Fax # _____ Email _____
 Premium Ad Position _____

Publication	Ad Start Date	Ad End Date	Premium Fee	Size + Orientation	Ad Fee	Discount	Total Fee
Magazine							
Ezine							
Web Site							

1. ADVERTISEMENTS UNDER THE TERMS OF THIS AGREEMENT ARE NON-CANCELABLE unless publisher receives a written request 30 days in advance of appropriate Insertion Due Date along with a penalty check buying out the contract for 50% of the price of all unpublished ads. Without such a notice and payment we will run the last published ad for the balance of the contract. Verbal and telephone cancellations will not be accepted.
 2. Failure to supply ad copy does not release Advertiser from liability for this contract. An insertion may not be cancelled due to failure to receive or return a proof. We will be liable for any errors only to the extent that error hinders the advertising effectiveness, and will solely determine credit to be applied which shall not exceed the advertisement cost. We will spend up to one hour of design time per ad, after which client will be billed at \$50/hour.
 3. Advertiser's who elect to have a monthly payment schedule for the life of the contract, cannot change the monthly payment schedule by changing insertion dates. Monthly payments are due on the 20th of each month regardless of publication date.
 4. Payments are late 31 days after invoice date and are due promptly on date of mailing. Overdue payments are subject to late fees of 1.5% per month and a \$25 per month service charge. Late payments subject to drafting from bank account and / or charging of credit cards provided with this contract or from previous payments. Signature below signifies permission to tap these sources. Bad check fee is \$30.
 5. If the Advertiser or authorized agent defaults under any terms of this agreement, the Advertiser or authorized agent agrees to pay all collection costs, including attorney fees and bank return check charges.
 6. If buying multiple dates, we will insert the same advertisement in each mailing covered by this agreement unless the Advertiser provides new copy on or before Material Due Date of issue in which new advertisement will appear. Contract otherwise will remain in force. If payments are late publisher reserves the right to suspend ad campaign and run ads after contract is paid in full.
 7. The Advertiser warrants that he has the right to use any trademark, trade name, individual name, portrait, picture, illustration, or other item, requested on copy submitted for

representation. Advertiser agrees to hold harmless mailing company from and against any and all liability and / or claims and will pay all expenses in the defense thereof arising out of the publication of any item on copy, as specified above, in accordance with this agreement.
 8. Mailing Company shall be held harmless in the event mailing is delayed because of strikes, acts of God or any other reason beyond our control. Otherwise, delivery date may vary by up to 10 days. If a mailing is cancelled, a refund on advance payment for that mailing will be granted.
 9. Circulation amounts are approximate and may vary by up to 10%.
 10. This agreement shall contain the entire agreement and any guarantees, verbal or otherwise, shall not be binding upon the publisher.
 11. Publisher reserves the right to refuse any ad.
 12. This contract, and all its rights and duties, is fully assignable in the event of sale of the publication.
 13. Editorial is independent from advertising. Dissatisfaction with any editorial content is not grounds for nonpayment of advertising.
 14. The parties herein expressly agree that all disputes arising out of this agreement shall be resolved within the jurisdiction of the courts wherein Mailing Company has its primary place of business.
 15. If requesting a premium position, should the ad not appear in the premium space, client will be billed without the premium surcharge, or \$100 will be deducted, whichever is greater.
 16. The Authorized Representative assumes responsibility along with Subscriber for performance under the terms of this contract. The undersigned agrees to be personally responsible for total balance due. In the event this account is placed for collection with a collection company a fee of Fifty percent (50%) of the balance due shall be added as a collection fee. The party signing this agreement shall be held personally liable, even if business closes or sells.

\$ _____ Down Payment (10% of first month)
 \$ _____ Balance Due Per Month
 \$ _____ Total Contract Balance

Card Type _____ Amount\$ _____ Exp. _____
 Name _____ Sec. Code _____
 Card Number _____
 Authorization Signature _____

Publishing Company: Wayward Gamer, LLC

Publishing Company Rep: _____
 Publisher Approval: _____
 Publisher Approval Date: _____

Advertising Company: _____
 Advertising Company Rep: _____
 Advertiser Signature: _____
 Advertiser Signature Date: _____