



# MARKETING AGREEMENT

Broadcasting, Print, & Programmatic Advertising Services Agreement

Agreement Date: \_\_\_\_\_

Sales Associate: \_\_\_\_\_

Sales Associate Email: \_\_\_\_\_

## MEDIUMS INCLUDED IN PACKAGE

\_\_\_ **Broadcasting / Digital On-Demand** *(see page 2)*

\_\_\_ **Print** *(see page 3)*

\_\_\_ **Programmatic** *(see page 4)*

*Initial Each Corresponding Page & Sign Page 5*

## CAMPAIGN RATE

\$ \_\_\_\_\_ **Monthly**

*Payment Details on Page 5*

## ADVERTISER CONTACT INFORMATION

Name Of Business Advertising: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Alternative Phone Number: \_\_\_\_\_

*Leave Blank If Same As Above:*

## BILLING CONTACT

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

*Leave Blank If Same As Above:*

## CREATIVE / ARTWORK CONTACT

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

*This agreement establishes terms between you as the "Advertiser" and Real Talk Publications, LLC (D.B.A. Lake Norman Woman Magazine) and/or Real Talk Studios, LLC (D.B.A. WSIC) for advertising and/or marketing services. The agreement outlines certain (although maybe not all) obligations, payments, and responsibilities. Any changes to this agreement must be in writing and signed off by Lake Norman Woman Magazine and/or WSIC. Subsequent pages within this agreement require your initials and the final page requires your signature. Electronic signatures are accepted.*

# RADIO AND/OR DIGITAL ON-DEMAND



## BROADCASTING PACKAGE INCLUDES

MONTHS:  1x     3x     6x     12x     Other \_\_\_\_\_

### Radio Commercials

- 15x: 15 sec Commercials / week
- 30x: 15 sec Commercials / week
- 45x: 15 sec Commercials / week
- Other (Specify Info Below)

Additional Notes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Need Help Creating Radio Ads?**  
(Yes / No) \_\_\_\_\_

## CAMPAIGN RUN DATES

Start: \_\_\_\_\_

End: \_\_\_\_\_

## CAMPAIGN RATE

\$ \_\_\_\_\_ Setup Fee

\$ \_\_\_\_\_ Monthly

\_\_\_\_\_

INITIALS

### Radio Show Host

Details:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Podcast / On-Demand Content

Details:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Show Sponsor

Details:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Faith Based Programming

Details:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Due Dates/Copy Changes:** The deadline for ad reservations (closing date) is the 15th of the month preceding the broadcast month. The deadline to receive ad materials is the 21st of the month preceding the broadcast month. Clients may change the content of their ads once within a six month period, but must notify WSIC of these changes by at least 30 days in advance of the month of the scheduled broadcast.

**Cancellations:** Post-Closing Cancellations: No cancellations are accepted after the initial run of an advertisement within the current term. Cancellation Notice: Advertisers who fail to notify WSIC of a cancellation prior to the initial run date will be required to pay the full price for the scheduled campaign. Cancellation Penalty: The penalty for cancellation is 30% of the per-month ad rate stated on the contract for each insertion not used. Cancellation is also subject to prorated payment (short-rate fees) of any discounts previously waived or discounted, including those for multiple ad insertions. The advertiser is also responsible for the reimbursement of any incurred creative, production, or other related fees. Cancellation will not be considered effective until all such fees, charges, and penalties are paid in full.

**Errors & Omissions:** WSIC will make every effort to ensure that client advertising information is accurate. However, WSIC assumes no financial responsibility for errors or omissions in advertisements as final script approval is at Client's discretion. Ad Approval: All ad layouts created by WSIC must be approved by the client prior to broadcast. If no approval is provided within 24 hours of the final production day, the ad will run as per the last proof sent. WSIC is not responsible for errors in ads that were proofread by but not corrected by the client or their agency.

**Additional Terms:** Ad Placement: While WSIC makes every attempt to place advertisements in appropriate and related segments, placement or positioning is not guaranteed. Unless otherwise noted, all advertisements are preemptible.

**Content Rights:** All advertisements are accepted under the premise that the client has the rights to use and broadcast the content. WSIC is not responsible for any acts of libel that may result from broadcasting such advertisements.

**Creative Control:** WSIC reserves the right to reject or cancel any ad, insertion order, or position commitment at any time.

**Liability:** WSIC holds the client and/or their advertising agency liable for any money owed for ad space that was ordered and fulfilled at the request of the client and/or their agency.

**Force Majeure:** WSIC is not liable for any delay or failure to broadcast advertisements due to circumstances beyond its control, including but not limited to human error, acts of God, government actions, natural disasters, strikes, labor shortages, or any other condition that affects the production, scheduling, or broadcasting of WSIC content.

**Rates:** Rates listed in the contract are binding unless otherwise agreed upon in writing by WSIC.

**Approval of Advertisements:** An advertisement shall be considered fully approved upon approval of the written script outlining what will be included in the advertisement. No additional approval shall be required of Client after script approval in order to begin running an advertisement.

# PRINT ADVERTISING

## PACKAGE INCLUDES

MONTHS:

- 1x
- 3x
- 6x
- 12x
- Other \_\_\_\_\_

## ISSUE RUN DATES

Start: \_\_\_\_\_

End: \_\_\_\_\_

**Due Dates/Limitations/Copy Changes:** Ad reservation deadline (closing date) is the 1st of the month preceding publication, and deadline to receive electronic art is the 10th of month preceding publication. All advertisements must be sent electronically in the appropriate size, format, and DPI.

**Cancellations:** No cancellations accepted after closing date of the 1st of the month preceding publication. Advertisers who fail to notify the publisher of cancellation prior to closing date will be required to pay the full price for insertion. An advertising contract can be canceled by the advertiser in writing thirty (30) days prior to the next deadline date for space reservations. The penalty for cancellation is 30% of the per issue ad rate stated on the contract for each insertion not used. Cancellation is also subject to prorated payment (short-rate fees) of any charges previously waived or discounted, such as discounts for multiple ad insertions and reimbursement of incurred photography and editorial fees. Cancellation will not take effect until repayment of discounts, waived charge, incurred photography and editorial fees, and penalty charges have been received.

**Errors & Omissions:** Although the publisher makes every attempt to ensure that client advertising information is correct, Lake Norman Woman Magazine, assumes no financial responsibility for errors or omissions in advertising or preprinted inserts. Notice of errors must be given in time for correction before additional insertions are made. Errors such as print quality may be negotiated if the material value of advertisement or legibility has been compromised. All ad layouts created by publisher must be approved by client prior to printing within 24 hours of publication print day or ad will run as the last proof sent. Publisher is not responsible for errors in ads proofread by but not corrected by client and/or advertising agency. Client may change content of ad monthly, however, client must notify publisher of these changes by the 10th of the month prior to print. Lake Norman Woman Magazine

## PRINT ADVERTISING SIZE

- 1/8<sup>TH</sup> 3.56" x 2.375"
- 1/4<sup>TH</sup> 3.56" x 4.75"
- 1/3<sup>RD</sup> 7.375" x 3" OR 3.56" x 7.25"
- 1/2 7.5" x 4.75" OR 3.56" x 9.85"
- FULL 8.625" x 11.375"
- 2Pg SPREAD 17.25" x 11.375"
- Special Sponsor Content

reserves the right to reject and/or cancel any ad, insertion order, space reservation or position commitment at any time. Advertisements that look, in the publisher's opinion, like editorial content will be marked "Paid Advertisement." Paid editorials will be marked "Paid Advertisement."

**Additional Items:** All advertisements are accepted under the premise that the client has the rights to publish the contents thereof. Publisher is not responsible for any acts of libel that may result out of publishing such advertisement. Publisher makes every attempt to place advertisements next to appropriate and/or related editorial, however, placement or positioning is not guaranteed except where premium placement has been requested and appropriate fees are added to contract. Due to printing and ink variances, publisher does not guarantee exact color matches. No rebate or discount will be made in the event of color variances which are not due to errors by the publisher. Publisher holds the client and/or advertising agency liable for money owed prior to print. Lake Norman Woman Magazine reserves for which ad space was ordered and fulfilled at the request of the client and/or advertising agency. Rates listed on contract are binding unless otherwise agreed to in writing by the publisher. Publisher is not liable in the event of any delay or failure of advertisements to run that are due to human error, acts of God, action by any government or quasi-government entity, fire, flood, insurrection, riot, explosion, accident, embargo, strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition beyond the control of the publisher affecting production, publishing and/or distribution of Lake Norman Woman Magazine.

Publisher does not accept unsolicited editorials. Editorials submitted for print may be edited or rejected at the discretion of Lake Norman Woman Magazine. Content must be of general information and not an endorsement of any product or service.

## AD DESIGN

**Is AD Camera-Ready?**

(Yes / No) \_\_\_\_\_

**IF NO, AD DESIGN/ CREATION FEE:**

- 1/8 Page Ad: \$40
- 1/4 Page Ad: \$60
- 1/3 Page Ad: \$75
- 1/2 Page Ad: \$100
- Full Page Ad: \$125
- 2Page Spread Ad: \$200

## PREMIUM PLACEMENT

**Is the advertiser purchasing Premium Placement?**

(Yes / No) \_\_\_\_\_

If Yes, Additional Amount being charged: \_\_\_\_\_

## PRINT CAMPAIGN RATE

\$ \_\_\_\_\_ Design Fee

\$ \_\_\_\_\_ Monthly

INITIALS

# PROGRAMMATIC ADVERTISING

## LENGTH OF INITIAL TERM

MONTHS:

1x

3x

6x

12x

Other \_\_\_\_\_

## PROGRAMMATIC RUN DATES

Start: \_\_\_\_\_

End: \_\_\_\_\_

*Programmatic End Dates should correspond with Run Start Dates within the final month or through the end of the final month.*

## PROGRAMMATIC RATE

\$ \_\_\_\_\_ Setup Fee

\$ \_\_\_\_\_ Monthly

INITIALS

## MONTHLY IMPRESSIONS

50,000

200,000

100,000

Other \_\_\_\_\_

150,000

\_\_\_\_\_

## ART CREATION

**Does Advertiser need digital ads created?**  
(Yes / No)

\_\_\_\_\_

**Payment Terms:** 1st time advertisers prepay 1st month's costs. Client agrees to pay the above-stated rate each month for services. Subsequent payments will be due by the 1st day of the month and will be considered past due thereafter. Lake Norman Woman Magazine, hereafter referred to as LKNW, reserves the right to terminate the agreement with a 7-day notice in the event services are not pre-paid by the client. Invoices 30 days past due will incur late fees of \$35 per month until paid in full. \$50 charge for returned checks. Rates listed on contract are binding unless otherwise agreed to in writing by the publisher. Publisher holds the advertising agency liable for money owed to LKNW for which services were ordered and fulfilled at the request of the client by the advertising agency.

**Cancellations:** Contracts with a minimum contract term requirement may not be canceled prior to contracted end date. Contracts without a minimum contract term can be canceled by the advertiser in writing 30 days prior to the closing date of the 1st of each month prior to month of publication. The penalty for cancellation is 30% of the per month ad rate stated on the contract for each month that is canceled. Cancellation is also subject to prorated payment (short-rate fees) of any charges previously waived or discounted, such as discounts for multiple ad insertions as well as the reimbursement of photography and editorial costs incurred by LKNW. Cancellation is not effective until payment of discounts, waived charges, reimbursements, and penalty charges have been received.

**Due Dates/Limitations/Copy Changes:** Unless otherwise specified, deadline for artwork sent by the client is the 15th of the month preceding start date (the 1st of the next month). All artwork must be sent electronically in the appropriate size, format, and DPI. All ad designs created by publisher must be approved by client by the 15th of the month or ad will run as the last proof sent.

**Artwork, Errors & Omissions:** Although the publisher makes every attempt to ensure that client advertising information is correct, LKNW assumes no financial responsibility for errors or omissions in the advertisements. Publisher is not responsible for errors in ads proofread by but not corrected by client and/or advertising agency. LKNW reserves the right to reject and/or cancel any ad at any time.

**Copyrights and Trademarks:** The Client represents to LKNW and unconditionally guarantees any elements of text, graphics, photos, content, designs, trademarks, or other artwork furnished to LKNW for services delivered are owned by the Client, or the Client has permission from the rightful owner to use each of these elements. Client agrees to hold harmless, protect, and defend LKNW from any claim or suit arising from the use of such elements furnished by the Client.

**Work Credit:** Client agrees to allow LKNW to use Client's name and artwork for advertising and promoting LKNW's brand and services. Assignment of Project/Vendors: In connection with services provided hereunder, LKNW reserves the right to utilize contractors, third-party companies, and vendors selected by LKNW at its sole discretion to complete or support this project.

**Force Majeure:** LKNW is not liable in the event of any delay or failure of advertisements to run that are due to human error, acts of God, action by any government or quasi-government entity, fire, flood, insurrection, riot, explosion, accident, embargo, strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition beyond the control of the publisher affecting production, publishing and/or distribution of Lake Norman Woman Magazine.

**Digital Copies:** An electronic, photocopied, or scanned copy of the signed document shall be considered acceptable, legal, and legally binding by both parties.

# BILLING & PAYMENT INFORMATION

Select your payment method below and provide all the requested information. Monthly campaign rates are due prior to the start of the campaign run. For campaigns that do not start on the 1st of the month, the first invoice will include a full month of billing and the final invoice of the campaign will be prorated to adjust for date calculation. Invoices 30 days past due will incur late fees of \$50 per month until paid in full. There will be a \$50 fee for returned checks.

<b>BILLING SCHEDULES:</b>	<b>Broadcast:</b> Billed on the last business day of the month for the subsequent month	<b>Print:</b> Billed on the 15th day of the Month prior to the Issue of the advertisement	<b>Programmatic:</b> Billed on the last business day of the month for the subsequent month
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**ELECTRONIC INVOICE (REQUIRES BACK-UP PAYMENT METHOD ON FILE)**

Email Address: \_\_\_\_\_

Back-Up Payment Method: \_\_\_\_\_

*(Credit Card or ACH Electronic Bank Transfer)*

Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Your back-up payment method will be stored on file and if your payment has not been received by the 15th day following the issuance of the invoice, we will use this back-up method to collect payment. Should your back-up payment method become invalid, you must provide us with new back-up payment information or your campaign agreement may be considered void.

**CREDIT CARD (ADDITIONAL CREDIT CARD PROCESSING FEE WILL BE ADDED TO INVOICES)**

Name On Card: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Exp Date: \_\_\_\_\_

CCV: \_\_\_\_\_

**ACH ELECTRONIC BANK TRANSFER (NO ADDITIONAL PROCESSING FEE APPLIES)**

Name On Account: \_\_\_\_\_

Address Listed On Account: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_



**FIRST MONTH**

\$ \_\_\_\_\_ **Total**

**TOTAL CAMPAIGN**

\$ \_\_\_\_\_ **Monthly**

By signing and/or electronically executing this document, you agree to the terms and conditions laid out in this agreement.

\_\_\_\_\_  
*WSIC / Lake Norman Woman Representative Signature*

\_\_\_\_\_  
*Advertiser / Agency Representative Signature*

**NOTES:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_