**Standard Terms and Conditions for Advertising**

The following terms and conditions (the “Standard Terms”) shall be incorporated by

reference into all Insertion Orders submitted to North Coast Media. (“Publisher”) by

Advertiser or its advertising agency:

1. Invoices are rendered at date of publication.

B. Publisher holds the Advertiser and its advertising agency jointly responsible

for paying all duly authorized advertising inserted in or attached to *Golfdom magazine* or any of *Golfdom’s* electronic products. All past due payments may be reinvoiced directly to the Advertiser, who will be

held fully responsible for payment.

C. Terms: Invoices are rendered on the publication date of each issue and are due

upon receipt. Agency commission will be disallowed on all past due invoices.

In the event Advertiser’s account is placed for collection, Advertiser and agency

agree to pay Publisher for all reasonable collection costs and/or attorneys’ fees

incurred. Advertiser and agency also agree to pay finance charges on the unpaid

account balance at the rate of 1.5% per month or the maximum permitted by

law.

D. Publisher will not be bound by any terms, conditions or provisions appearing

on insertion orders or copy instructions which conflict with provisions of these

Standard Terms, including, without limitation, sequential liability statements from

advertising agencies. In the event of any inconsistency between an insertion

order and/or copy instructions and these Standard Terms, the Standard Terms

shall control.

E. All advertisements are accepted and published by the Publisher on the representation that the agency and/or Advertiser are properly authorized to publish the entire contents and subject matter thereof.

F. Advertiser hereby grants Publisher the right and license to use, reproduce, transmit, and distribute all creative materials supplied by or on behalf of Advertiser,

including without limitation, all text, graphics, illustrations and photographs (the

“Creative”). Advertiser represents and warrants that: (i) it has all the necessary

rights in the Creative; (ii) the Creative does not violate any applicable law or regulation; and (iii) the Creative does not violate or infringe upon any third party right in any manner or contain any material or information that is defamatory, libelous, slanderous, that violates any person’s right of publicity, privacy or personality, or may otherwise result in any tort, injury, damage or harm to any person. Advertiser acknowledges that Publisher is relying on the foregoing representations and warranties. Advertiser agrees to indemnify, defend and hold Publisher and its affiliates, and their respective officers, directors and

employees, harmless from and against any and all expenses and losses of any

kind (including reasonable attorneys’ fees and costs) incurred based upon a

breach of any of the foregoing representations and warranties or in connection

with any claim arising from or related to any advertisement supplied by Advertiser

or its agents and run by Publisher.

G. Publisher reserves the right to reject any advertising which Publisher feels is not

in keeping with the publication’s standards or for any other reason, even if the

advertising has been published previously by Publisher.

H. Publisher shall not be liable for any omitted, misplaced, or mispositioned advertisements.

I. All orders are accepted by Publisher subject to change in rate upon notice from

Publisher.

J. Orders may be cancelled within ten (10) business days of the effective date of a

change of rates without incurring a shortrate adjustment, provided the Advertiser’s

contract rate has been earned as of the date of cancellation.

K. An order may be cancelled without liability up to thirty (30) days prior to the

issue’s ad close date. Publisher reserves the right to demand payment for orders

cancelled less than thirty (30) days prior to ad close, regardless of the date of ad

placement.

L. A 1/6 page ad is the minimum rate holder.

M. Advertiser will be shortrated if, within a 12-month period from the date of the first insertion, Advertiser does not use the amount of space upon which its billings

has been based. Advertiser will be rebated if, within a 12-month period from

the date of the first insertion, Advertiser has used sufficient additional space to

warrant a lower rate than that at which it has been billed.

N. Costs incurred by Publisher for production work on advertisements will be

charged to the Advertiser regardless of whether or not the ad runs. Advertiser

will be charged for any artwork, separations, halftone, shipping, or typography

provided by Publisher.

O. In the event a change of copy is not received by Publisher by the publication’s

ad closing date, the copy run in the previous issue of the publication will be

inserted.

P. Publisher will hold Advertiser’s materials for a maximum of one year from last

issue date. It is the responsibility of the Advertiser to arrange for the disposition

of artwork, proofs or digital materials prior to that time, otherwise materials will

be destroyed. All requests must be submitted in writing.

Q. Publisher will not be held responsible for consequential costs or other damages

due to loss or damage of digital ad materials, art, proofs or transparencies.

R. Reader response services are not provided by *Golfdom* or any

of its properties. Publisher disclaims all liability and responsibility for inaccuracies.

S. Under no circumstances shall Publisher be liable for any indirect, incidental,

special or consequential damages (including, without limitation, loss of profit

or impairment of goodwill) of any Advertiser. Under no circumstances shall

Publisher’s direct or indirect liability to any advertising agency or Advertiser

exceed the invoiced cost of the advertisement. Notwithstanding the foregoing,

Publisher shall have no liability for (i) any failure or delay resulting from conditions

beyond Publisher’s control; or (ii) errors in content or omissions in any creative or

advertising materials provided by Advertiser.

T. These Standard Terms, together with insertion orders submitted by Advertiser,

(i) shall be governed by and construed in accordance with the laws of the State

of New York and the United States, without giving effect to principles of conflicts

law; (ii) may be amended only by written agreement executed by an authorized

representative of each party; and (iii) constitute the complete and entire expression

of the agreement between the parties, and shall supersede any and all

other agreements regarding the subject matter hereof, whether written or oral,

between the parties. Failure by either party to enforce any provision of these

Standard Terms shall not be deemed a waiver of future enforcement of that or

any other provision. Advertiser may not resell, assign, or transfer any of its rights

hereunder.

**Commission**

Accredited advertising agencies receive a 15% commission provided invoices are

paid within 30 days. Production charges are not subject to agency commission.