



Display Advertising Contract

Please make payment to



PO Box 1069
Ocean View, DE 19970

302.841.8379
Fax: 302.539.9403
mreeve4@verizon.net

Advertiser: _____ Date: _____
 Contact: _____ Phone: _____
 Mailing Address: _____ Fax: _____
 City/State/Zip: _____ Email: _____
 Billing Address: _____ Web site: _____
 City/State/Zip: _____ Attn.: _____

I agree to insert a _____ page ad in *Desk Magazine* for \$ _____/insertion,
 which includes a _____X frequency discount. _____
 Colors: _____2-color Black+Pantone 318 Uncoated _____Black only
 Publication Dates: _____
 _____Spring _____Summer _____Fall _____Winter

Position Upgrade: _____
 Comments: _____

Ad Rates (03/01/08)

	Open	2X	4X
Full Page	\$750	\$712	\$675
1/2 Page	\$375	\$356	\$337
1/4 Page	\$187	\$178	\$168
1/8 Page	\$94	\$89	\$84
1/16 Page	\$47	\$45	\$42

Full page non-bleed size is 8.5 X 11.5 in.
 Full page bleed size is 9 X 12 in. with .375 in. bleed area all around and 8.5 X 11.5 in. safe area.
 Rates reflect Black only printing. Duotones 25% extra.
 Premium placement available for 20% extra.

Deadlines:

Desk is published February, May, August and November.

Formats: Grayscale/Black and White

PDF, all fonts and graphics embedded; TIFF; JPEG—all graphics 300 dpi.

Duotone ads of Black +PMS 318U available. Duotone ads must be in Mac Photoshop .eps format, 300 dpi.

Space reservations are due by the 15th of the month prior to publication.

Print-ready, hi-res. digital files are due the 20th of the month prior to publication.

All charges must be paid in full in advance of the Space Reservation date for the edition in which this ad appears. No ad will be printed without accounts being current and paid in full (see "Ad Contract Terms and Conditions").

Cost:

Ad Price	
# Insertions	
Position (+20%)	
Color Charge (+25%)	
Total	

Agreement: I have read all information and supplemental "Ad Contract Terms and Conditions" (see supplemental sheet) and understand that by signing this Display Advertising Contract, I agree to place the advertisement referred to in this contract in *Desk Magazine*. I understand that the publisher will reserve this advertising space in a future issue based on my execution of this order form and my adherence to the Terms and Conditions specified. I understand that I am personally guaranteeing payment of the advertising cost referred to in this contract. I certify that I am authorized to place this order, and I guarantee payment. I have read and agree to the payment and billing, termination, and "Ad Contract Terms and Conditions."

Advertiser (or authorized agent) _____ Date _____

Desk authorized agent _____ Date _____

For Office Use Only:

Sales Rep: _____

Net Billed to Agency: _____

Payment Rec'd: _____

Check #: _____ Date: _____

1. Payment & Billing:

Payment is due with order of first month ad and must be paid in full in advance of publication. Multi-insertion accounts will be billed monthly thereafter and must be paid in full before the Space Reservation date of the edition for which the ad is being reserved. Account balances not paid in full will subject advertiser to suspension of placement, regardless of contracted insertion dates, until such balance is paid in full. Agency placements are subject to suspension as any other advertiser. If a multi-run agreement is canceled before the contract is completed, the Advertiser will be billed for one additional run at the contracted rate plus the difference of the frequency discount. All expenses and legal fees incurred in collecting outstanding invoices will be paid by the Advertiser.

2. Submission of Materials:

Ad Space Reservations must be received by Desk no later than the 15th of the month prior to month of publication. Advertiser shall submit to Desk all advertising and editorial materials not later than the 20th of the month prior to month of publication. When no other copy is provided by Advertiser by the closing date, Desk may insert previous advertisement from *Desk Magazine*. Insertion orders are binding after closing dates.

Cancellations must be received no later than 5 days after the Space Reservation due date. Advertisers canceling after this date will be billed for space ordered. No cancellations are accepted after closing dates without written agreement from Desk. Materials will not be returned to Advertiser unless specifically requested by Advertiser. Materials will be discarded after six (6) months.

Desk is not responsible for any errors or omissions included in advertising text and artwork supplied by the Advertiser or its agents. If Desk produces text and artwork for appearance in *Desk Magazine*, the Advertiser must approve and sign a final copy of said text and artwork before it is published. Desk will make every effort to provide Advertisers with ample time to review and approve commissioned text and artwork. Failure of the Advertiser to provide signed approval before a designated issue printing deadline results in the advertisement's non appearance in said issue.

Advertiser alterations requiring additional work prior to printing production will be charged at current rates. If the Advertiser must change out or alter an ad after printing production has been initiated, the Advertiser is liable for all production and plating costs incurred because of the change. Print scheduling is solely at the discretion of *Desk Magazine* and its vendors.

3. Reservations and Liabilities:

Desk reserves the right to reject any advertisement at any time after receipt of proof of text, copy and/or illustrations, even though a prior similar order may have been approved. Desk shall have the right to omit any advertisement when the space allotted to advertising has been filled. Unintentional or inadvertent failure to publish advertising invalidates the insertion order for that issue only. Failure of Desk to insert any advertisement shall be considered immaterial and shall not constitute a breach of this Agreement, nor shall Desk be liable for damages thereof. In such event, Advertiser shall have the option of having such advertisement printed in a subsequent issue under these Terms and Conditions or of having no charge for such advertisement not inserted. Advertisements already run shall be paid for at rates in the Rate Card. Desk reserves the right to require any advertising to be labeled "advertisement."

4. Desk shall not be liable for any damages for failure to fulfill an order for any reason whatsoever, including but not limited to labor disputes, strike, war, riot, insurrection, civil commotion, fire, flood, accident, storm, act of God, or any other circumstances. In such event, Advertiser's sole remedies shall be those in paragraph 3 above.

5. Any specification or order for the use or non-use of any particular page or position where the advertisement is to be inserted shall be treated as a request only, and Desk shall not be obligated to comply with said request. In the event said request for position is granted, Advertiser shall pay an additional position charge.

6. Any taxes which may be imposed on any advertising shall be advanced by Desk on behalf of Advertiser, be billed to Advertiser and be due and payable immediately.

7. Desk reserves the right to cancel this Agreement at any time upon Advertiser's failure to pay any bill when due.

9. In the event Desk must employ an attorney to collect sums due hereunder or to enforce compliance by Advertiser with any of the terms of this Agreement, Advertiser shall pay Desk attorney's fees and other costs incurred by Desk in connection with any legal actions and appeals thereof.

10. Advertisers will be short rated if, within a 12 month period from the date of the first insertion, they do not use the amount of space upon which their billing has been based.

11. Advertiser shall indemnify Desk and hold Desk harmless from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions and proceedings that may be instituted against Desk on grounds alleging that any advertisement submitted hereunder by or on behalf of Advertiser violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights. Advertiser agrees at Advertiser's own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against Desk, provided that Desk shall promptly notify Advertiser with respect thereto. The Advertiser shall reimburse Desk for any amount paid by Desk in settlement of claims or in satisfaction of judgments obtained by reason of publication of such advertising copy, together with all expenses incurred in connection therewith, including but not limited to, reasonable attorney's fees and court costs.

12. This writing contains the entire Agreement of the Parties. No representations were made or relied upon by either party, other than those expressly set forth in this Agreement. No agent, employee or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by a duly authorized officer, employee or representative of the respective parties.

13. Should any part of this Agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such part, parts, or portion which may, for any reason, be hereafter declared invalid.

14. This Agreement shall be construed under the laws of the State of Delaware. Venue for any legal actions regarding this Agreement shall be in the State of Delaware.

15. Desk reserves the right to refuse publication of questionable articles or advertisements in any of its publications, to prohibit or remove from its trade shows whole exhibits or any exhibit merchandise or materials of any kind that raise any issues of ethics and to refuse or cancel the appearance by any speaker determined to have advocated, been engaged in or associated with unethical conduct. All authors, advertisers, exhibitors and speakers appearing in Desk publications or meetings are hereby on notice of this policy and accept any invitations, agreements and contracts subject to it. As a consequence of this policy, all such persons or companies agree that their sole recourse against Desk for any exclusion pursuant to this policy shall be refund of monies paid for advertising or exhibit space. Further, there shall be no claim for refund for exhibit space where exhibit materials or merchandise excluded was incidental to the purpose of the exhibit.