

estrella publishing.

Up The Hill Viva
The Park
Mountain View
The Front Porch
The Hamlet
Fish Hawk Living
623.594.9283
www.estrellapublishing.com

Advertisement Agreement

Estrella Publishing
PO Box 6962
Goodyear, Arizona 85338
info@EstrellaPublishing.com
www.EstrellaPublishing.com

Business Name			
Contact Name / Title			
Billing Address			
City, State, Zip Code			
Office Phone			
Cell Phone			
Email address			
Website			
Print Magazine(s)			
Advertisement Size			
Start Month	Month	Year	
Number of Issues	Months	**Auto Renewal unless stated otherwise	
Rate per Advertisement	Per Month		
Discounts / Savings	Standard Rate	Savings	
Net Total	** Total not inclusive of 4% cc fee, if applicable		
	You agree that typed name or signature is acceptable as authorized signature.		
Client Signature			
Client Title			
Date			
** The following credit cards are accepted – Visa, MasterCard, Discover and American Express. Please make checks payable to: Estrella Publishing.			
Payment Options (Check Credit Card): Those wishing to be invoiced and pay via check must provide a valid credit card, which will be charged upon failure to pay invoice by due date. Alternatively, credit card on file can be charged automatically in advance of each advertisement placement.			
Credit Card Authorization: Signature above is authorization to run credit card transaction in accordance with Advertisement Agreement.			
Print Name (as it appears on credit card):			
Credit Card Type:	Credit Card #:		
Expiration Date:	SEC Code:	Billing Zip Code:	
Special Terms:			

Advertising Agreement: Advertiser agrees to place advertising with Estrella Publishing as outlined above. Payments must be received by the 1st of the month prior to the month in which you are advertising. All advertising contracts are subject to the approval of Estrella Publishing. All Rates are listed in US\$. Estrella Publishing reserves the right to cancel advertising orders if payment/materials are not received by due date and thus apply late charges and cancellation fees, as noted below. Advertisements with multiple frequencies are run in consecutive issues unless otherwise specified above.

Cancellations: Advertisers billed monthly on contracts receiving frequency rate discounts that do not fulfill the term of their contract will be short-rated and billed the amount discounted upon cancellation, based on the then current rate card. Cancellations must be made before the 1st of the month prior to the month in which you are advertising. If a cancellation is received after the 1st of the month prior to the month in which you are advertising, then Advertiser remains responsible for full payment as per agreement above. Any pre-payments are not refundable under any circumstances. Estrella Publishing reserves the right to cancel this Agreement at any time for any reason upon sole discretion.

Ad Materials: Advertising Order does not include advertisement design, which can be provided at an additional cost (\$75 w/ limit of 1-hour labor). Advertising graphics designed by Estrella Publishing are owned by Estrella Publishing with a client right to use license freely other than any direct competitive publication with written approval from Estrella Publishing (violation of such will result in a charge of \$150 per instance). Advertising materials are to be provided by Advertiser and are due by the 10th of the month prior to the month in which you are advertising. Advertisers confirm ownership and right to use any logos and advertising materials provided to Estrella Publishing. Advertisers under contract who wish to change their advertising material may submit new advertising material during their contract. New advertising material must be received by Estrella Publishing by the 10th of the month prior to the month in which the advertising material will run. When no new advertising material is received by the 10th, Estrella Publishing will continue to run the Advertiser's advertising material from the previous month's issue.

Non-Disparagement: Client agrees and covenants that Client will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning Estrella Publishing, their publications, or their businesses, or any of their employees, officers, and existing and prospective clients, vendors, investors and other associated third parties. This Section does not, in any way, restrict or impede client from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. Client shall promptly provide written notice of any such order to an authorized officer of Estrella Publishing within 24 hours of receiving such order, but in any event sufficiently in advance of making any disclosure to permit Estrella Publishing to contest the order or seek confidentiality protections, as determined in Estrella Publishing's sole discretion.

Special Terms:

- Returned Checks are subject to a \$50 return check fee and future invoices must be paid in cash, money order or credit card in advance.
- Credit Card payments are accepted and purchaser's using credit or debit card agree to the payment terms of the card issuer. Including timing of and recurring payments as per that advertising agreement, as noted above. Any credit card payment may be subject to a 4% surcharge.
- Advertiser agrees to notify Estrella Publishing immediately if the credit card information provided above shall change anytime during the term of this agreement and authorizes Estrella Publishing to apply any late payments towards this card at their discretion including but not limited to any late fees, cancellation fees, finance charges, collection agency fees and/or surcharges.
- Late payments are subject to a 10% late payment fee per calendar month compounded monthly or the highest amount permitted by law. If legal action must be taken to retrieve indebtedness, Advertiser will pay all associated collections cost, including but not limited to collection agency, court costs and attorney's fees, which shall not be less than 30% of outstanding balance.
- Advertising Rates are subject to change without prior notice. Any advertisement pre-payments are not refundable under any circumstances.
- Advertising materials should be submitted digitally via a pdf or jpg and meet a resolution of at least 300-dpi in a CMYK format. Advertising materials will not be returned to Advertiser unless specifically requested by Advertiser in advance in writing.
- Estrella Publishing reserves the right to refuse / modify any advertisement at any time after receipt of proof or text, at their sole discretion. Estrella Publishing shall not be liable for any damages for advertising error or failure to fulfill an order for any reason whatsoever.
- With the exception of premier advertisement locations, advertisement position is not guaranteed. Estrella Publishing will make every effort to meet position requests but assumes no obligation to meet those requests. Specific placement guaranteed only for premium pages.
- 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 Advertiser is empowered to alter any of the terms hereof, unless done in writing and signed by a duly authorized officer of Estrella Publishing. Estrella Publishing may select to accept phone/email requests to modify said Agreement.
- Advertiser shall indemnify Estrella Publishing and hold harmless for any act, error or omission, including those caused by Estrella Publishing's own negligence for which it may be held legally responsible. Estrella Publishing shall not, in any case, be held liable for any consequential damages, including lost income or profits.
- Advertiser shall indemnify Estrella Publishing and hold 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 Estrella Publishing 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, as well as any errors made in advertising efforts, print or online, on behalf of an advertiser.
- Terms & Conditions, as well as Advertising Rates are subject to change anytime in the future without notice. The 'Then Current' Terms & Conditions and Rate Cards always prevail over this agreement and any prior agreements. This Agreement shall be construed binding under the laws of the State of Arizona.