

IN THE GARAGE MEDIA

STANDARD PRINT ADVERTISING TERMS AND CONDITIONS

- 1. SCOPE.** These Terms & Conditions govern the terms under which In The Garage Media (“ITGM”) may place advertisements from the Advertiser in a print publication owned and published by ITGM. As used herein, the term “Agreement” means collectively these Terms & Conditions and any insertion order or space order contract entered into by Advertiser. In the event of any conflict between the terms of any insertion order or space order contract and the terms of these Terms & Conditions, the terms set forth in these Terms & Conditions shall control. As used herein, the term “IO” means insertion order and “Advertiser” means the advertiser identified on the IO or space order contract. By submitting an order for placement of an advertisement and/or placing an advertisement, Advertising and Agency, and each of them, agree to be bound by all of the following terms and conditions.
- 2.** All advertisements are subject to ITGM’s prior approval. ITGM reserves the right to reject or cancel any advertisement prior to publication or thereafter for any reason at any time without liability. ITGM may, in its sole discretion, set any restrictions on the positioning of the actual advertisement in the magazine. ITGM reserves the right to modify (at the Advertiser’s expense) any advertisement, with the Advertiser’s approval generally but without the Advertiser’s approval if the ad materials are received after the posted and/or printed Ad Materials Due date, in the event that ITGM finds that the copy, artwork or any other creative elements fail to meet ITGM’s specifications or are not in compliance with ITGM’s advertising guidelines. ITGM reserves the right in its sole discretion to label as advertisements all advertisements that are not immediately identifiable as advertisements. All orders to place advertisements in the magazine are subject to the rate card changes, place units and specifications then in effect, all of which are subject to change and shall be made a part of these terms and conditions.
- 3.** Advertiser and Agency represent and warrant that: (a) they have the right to place the advertisement in the magazine; (b) nothing contained in the advertisement violates or will violate the intellectual property rights, confidentiality rights, proprietary rights, privacy rights, property rights, or contract rights of any person or entity; (c) nothing contained in the advertisement will defame or disparage any person or entity; and (d) nothing contained in the advertisement will violate any law, rule, or regulation, including without limitation any U.S. Postal regulations.
- 4.** In no event shall ITGM be liable as the result of any error, delay, or omission beyond ITGM’s reasonable control, including without limitation any fire, act of God, labor strike, war, civil insurrection, or the like. ITGM’s liability, if any, relating to or arising out of the placement of the advertisement in the magazine or Website or any error, delay, or omission relating thereto shall not exceed the amounts actually paid by Advertiser and/or Agency for placing the advertisement, and in no event shall ITGM be liable for any loss of income, indirect damages, consequential damages, treble or enhanced damages, statutory damages, or punitive damages of any nature regardless of the theory of liability.
- 5.** ITGM makes no representations or warranties with respect to the quality of the appearance of the advertisement, and in no event shall ITGM be responsible for the production quality of any materials or inserts provided to ITGM. Advertiser and Agency shall be responsible for any additional costs incurred by ITGM in resulting from the failure of any materials or inserts furnished to ITGM to meet ITGM’s specifications. In the event that ITGM is unable to publish the furnished materials or inserts as a result of their failure to meet such specifications, Advertiser and Agency shall remain liable for the applicable rate card charges as if the advertisements had run.
- 6.** In the event an IO is entered into by an ad agency on behalf of an Advertiser, such agency represents and warrants that it has the full right and authority to place such IO on behalf of the Advertiser and that all legal obligations arising out of the placement of the advertising creative will be binding on both the Advertiser and the advertising agency. Advertiser and Agency shall be jointly and severally liable for the costs of placing the advertisement and any other charges relating thereto, including any costs of collection incurred by ITGM, including without limitation ITGM’s attorneys’ fees.

7. Neither party shall release any non-public information regarding this Agreement, any IO or space order contract, or the Parties' relationship without the other party's prior written consent. The prohibition in the preceding sentence shall apply fully to press releases, promotional announcements, merchandising materials, and the like.

8. Advertiser shall indemnify, defend, and hold harmless ITGM and its parent organizations, subsidiaries, and affiliates and their respective officers, directors, employees, attorneys and agents from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) a claim arising from the breach by Advertiser of any provision of this Agreement; and/or (b) any third party claim alleging that an advertisement or any creative supplied by Advertiser or its agency infringes the intellectual property rights, publicity or privacy rights, or other rights of such third party.

9. PAYMENT. Advertiser shall pay to ITGM the amount indicated on the invoice within 30 days following the date of the invoice itself notwithstanding any other dates listed on such invoice or IO (including the run dates for the advertisements themselves). Interest on past due payments shall be paid by Advertiser at the rate of one percent (1%) per month or the maximum rate permitted by law, whichever is lower, and shall accrue on each unpaid amount from the first day payment becomes due through the date of payment.

10. MISCELLANEOUS. The parties are independent contractors and are not partners, joint venturers or otherwise affiliated. The terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and, each of their respective personal representatives, successors and assigns. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to conflict of law principles. Any action or proceeding arising out of or in connection with this Agreement shall be venued in a federal or state court of appropriate subject matter jurisdiction located in Los Angeles County, California and the Parties hereby consent to the personal jurisdiction in such courts. In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation will be entitled to recover from the other party all the costs, reasonable attorneys' fees, and other expenses incurred by such prevailing party in the litigation. This Agreement contains the final and entire agreement between the Parties and is intended to be an integration of all prior agreements between them regarding the subject matter hereof. ITGM shall not be bound to any terms or conditions not set forth herein. No failure by either party to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision. No term, covenant, agreement or provision of this Agreement and no breach thereof shall be waived, altered or modified except by a written instrument executed by the parties.