

# ADVERTISING AGREEMENT

Advertiser/Company Name and Agency (if applicable)

per Advertising Account Representative

Billing Name (Required) Telephone (Required)

Billing Contact & Accounting Dept. Email(s) (Required) for Invoices & Credit Card receipts

PO/Mailing Address

City State Zip



In an effort to conduct business in an environmentally responsible manner, we utilize digital invoices via email. If you prefer to receive a paper invoice by US Mail, please let us know, we are happy to facilitate that need.

JOURNAL ADVERTISING (Print & Digital)		
AD SIZE	Frequency	Cost per run
<input type="checkbox"/> 2pg Spread *		
<input type="checkbox"/> Full Page *		
<input type="checkbox"/> 2/3 Page *		
<input type="checkbox"/> 1/2 Page *		
<input type="checkbox"/> 1/3 Page		
<input type="checkbox"/> 1/4 Page		

\* FREE Editorial space with 1/2, 2/3, Full or 2-Pg Ads (Limited availability, Editor's discretion).

SPECIAL PLACEMENTS		
COVERS	Frequency	Cost per run
<input type="checkbox"/> Back Cover		
<input type="checkbox"/> Inside Front		
<input type="checkbox"/> Inside Back		
<input type="checkbox"/> TOC, right read		
<input type="checkbox"/> Page 3, 4, 5		

WEBSITE / EMAIL ADVERTISING		
	Position	Cost & term
<input type="checkbox"/> Website Box Ad		
<input type="checkbox"/> Website Banner		
<input type="checkbox"/> Email Ad:		
<input type="checkbox"/> Email Bulletin		

## NOTES:


<input type="checkbox"/> Ad Design (1 concept, 1 proof)	\$95
<input type="checkbox"/> Writer's Fee (1 concept, 1 proof)	\$225

<input type="checkbox"/> Ad Supplied	<input type="checkbox"/> FREE Ad Design* (New Advertisers only)
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Ad cost per run \$ \_\_\_\_\_ x \_\_\_\_\_ Frequency  
 + \$ \_\_\_\_\_ OTHER (if applicable)  
 = \$ \_\_\_\_\_ **ALL PRODUCTS TOTAL**

☐ Pay per Issue (15<sup>th</sup> of month prior to publication) ☐ Pay in full (fill in discounted Total below)

Elective, (5% Discount) \$ \_\_\_\_\_ **PAY IN FULL TOTAL\***

\*We offer a 5% discount for payment in FULL of frequency runs. Multiple issue contracts only.  
Journal Ad payments due by closing deadline, 15<sup>th</sup> of month prior to publication.

☐ SECURE ONLINE CHECKOUT, pay from Invoice Link with Checking Account or Credit Card

☐ CHECK Pay to: Make Designs Creative, inc.

☐ CREDIT CARD \_\_\_\_\_ Initial to authorize Make Designs Creative, inc. to charge my credit card for all fees associated with this contract.

Card Number

Expiration Date Card Verification Code (3-digit MC, Visa / 4 digit code for AmEx)

Name on Card

Billing Address

City State Zip

The undersigned company representative contracts for advertising as outline above, and agrees with the terms and conditions as presented here and on the following page of this document.

Signature (Type-written or Electronic Signatures also accepted with email confirmation)

Date



► REMIT COMPLETED AGREEMENT TO:

**office@bakkenoilbiz.com**

Published by Make Designs Creative, inc.  
 dba Bakken Oil Business Journal (BOBJ)

Mail Checks to:

Bakken Oil Business Journal  
 Attn: Mary Edwards  
 PO BOX 1611, Livingston, MT 59047  
 phone: 406-570-3433, office@bakkenoilbiz.com

## ADVERTISING POLICIES

- Space available is on a first-come, first-served basis.
- Verbal insertions will not be accepted.
- We do not accept: Ads built in Pagemaker, Freehand, Quark, Microsoft Word, Publisher or IBM-formatted files.
- Late and/or improperly formatted ads will be pulled without refund. We reserve the right to rebuild the ad and charge the customer our standard graphics fee for rebuilding the ad.
- Ads designed by BOBJ must be accompanied by a signed contract. **NEW Advertisers receive a FREE ad design.** Subsequent Ad Design is \$95. Ad Design includes 1 concept development with customer supplied materials (ad copy, photos, logos, etc) and 1 proof. Additional proofs/ revisions, \$50 each.
- BOBJ reserves the right to reject any advertising it deems, in its sole discretion, offensive or inappropriate.
- With the exception of premium placement ads, ad position is not guaranteed. BOBJ will make every attempt to meet position requests but is not obligated to do so.
- BOBJ shall be held harmless by advertiser, and advertiser shall indemnify BOBJ for any costs, fees, damages or loss relating to claims arising out of the content of the ad submitted by advertiser.
- It is the advertiser's responsibility to ensure that the ad content and dimensions are correct.
- BOBJ's liability for error will not exceed the rate for the ad in question.
- Advertisers on a multiple-issue contract will have the previously printed ad inserted unless new electronic files are provided by the issue deadline.
- Cancellation Policy: Advertising products are reserved in advance specifically for your company. If you cancel your reservation, you may be subject to a cancellation fee. A 100% cancellation fee will apply if you change or cancel your order 15 days or less prior to the closing date of the publication. A 25% office processing fee will apply for 15-30 days notice. Notice of cancellation must be received in writing. Multiple-issue contract cancellations will be calculated at the one-time rate for ads already printed and for planned ads that are being cancelled.
- Returned checks will incur a \$50 fee.

## TERMS

Payment in full required at closing date of publication for print (15<sup>th</sup> of the month prior to publication), or publishing on web. Orders non-cancelable 15-days prior to closing date of publication.

## RESPONSIBILITY

Make Designs Creative, inc. will make every reasonable effort to assure the accuracy of the material produced, but is not responsible for the correctness of copy, illustrations, photographs, trademarks, nor for obtaining clearances or approvals.

**1. Acceptance.** The advertisement is accepted on the understanding that the relationship between the Advertiser and Make Designs Creative, inc. (The Publisher) is governed by the conditions set out below. Unless specifically approved in writing by the Publisher, the conditions stipulated on an Advertiser's order form or anywhere else shall be void. For the purpose of these conditions, "Advertiser" shall refer to the contractual principal that is the party responsible for payment of charges arising from the publication of the advertisement.

**2. Rates & Payment.** Advertisement rates are subject to revision at any time and individual orders are accepted on condition that the price binds the Publisher only in respect of the next issue to go to press. Advertisement rates are exclusive of value added tax, which will be added at the prevailing rate(s) when the advertisement is invoiced unless the rate is specifically stated to be inclusive of taxes. In the case of any advertisement placed by an Advertising Agency, the Advertiser and the said Agency shall be a party to the contract in respect of the insertion of such advertisement and shall be severally liable to the Publisher in respect of all matters arising under the contract. The said Advertising Agency shall be responsible for making the Advertisers aware of such liability and shall be deemed in all circumstances to be the agent of the Advertiser. Unless otherwise approved by the Publisher in writing, all charges shall be pre-paid. Payment shall be made by cash, check or credit card. Publisher will charge interest on all delinquent balances at the lesser of 1½ percent per month or the highest lawful rate. If Advertiser has provided, or hereafter provides, its credit card information to the Publisher, Publisher will be authorized to bill to such credit card all charges payable by Advertiser until Publisher receives written notification to cease such billing. Publisher may terminate this Agreement if Advertiser fails at any time to keep such a credit card authorization in effect for all charges by Publisher.

**3. Publisher.** The Publisher reserves the right to refuse any information submitted for publication, and in this respect the Publisher's decision is final. All information is accepted subject to the Publisher's approval of the copy and to the space being available. The Publisher reserves the right to amend any copy where necessary. If the Publisher considers it necessary to modify the space or alter the date or position of insertion, the Advertiser will have the right to cancel if such arrangements are unacceptable, unless such changes are due to an emergency or circumstances beyond the Publisher's control. The Publisher cannot stop orders, cancellation or transfers unless they are received in writing within 15 days prior to the publication date. In the event of a late booking within 15 days of copy deadline the advertiser will have 48 hours to cancel the booking. If cancellations are not sent and received within the 15 days they will be considered null and void and full payment will still be required. The Publisher cannot accept liability for any errors due to inaccurate copy instructions. Charges will be made to the Advertiser where the printers are involved in extra production work owing to acts or defaults of the Advertiser or its agents. These charges will be in accordance with publicized rates current at that date. If written copy instructions are not received by the agreed copy date, no guarantee can be given that proofs will be supplied or corrections made and the Publisher reserves the right to repeat the most appropriate copy.

The Publisher cannot accept responsibility for changes in dates of insertion and copy unless these are confirmed in writing and received by the Publisher in time for the changes to be made. The Publisher reserves the right to charge for any additional expenses involved in effecting such changes.

**4. Advertisers.** The Advertiser warrants that no work shall infringe or prejudice the rights of any third party (including without prejudice to the generality of the foregoing, intellectual property rights); shall be defamatory of any third party; shall constitute unfair competition or any like tort or civil wrong; shall infringe any laws, regulations and voluntary codes of conduct within the countries within which the Work is to be used. And the Advertiser further undertakes to indemnify and to keep indemnified Make Designs Creative, inc. against any costs, claims and expenses which result directly or indirectly from any breach of any of the above warranties. It is the Advertiser's responsibility to check the correctness of the Advertisement. The Advertiser warrants that any Advertisement submitted by it for publication shall comply with all applicable laws, legislation, regulations, codes of practice and is not an infringement of any other party's rights. The Advertiser hereby grants a world-wide non-exclusive, fully paid license to reproduce and display the Advertisement (including all contents, trade marks and brand features contained therein). The Advertiser will indemnify the Publisher fully for all costs, expenses, damages or liability whatsoever (including legal costs and awards ordered against the Publisher) in respect of any claim made against the Publisher arising from the Advertisement or its publication or as a result of any breach or non-performance of any of the representations, warranties or other terms contained herein or implied by law. The Advertiser grants to the Publisher the express right to reproduce throughout the world screen shots of all or part of any Publisher's property containing all or part of any of the advertising materials supplied by the Advertiser to the Publisher on or in any promotional or advertising material or campaign promoting or advertising the Publisher. If the Advertiser cancels in accordance with the policy set forth in this Agreement, he relinquishes any right to that frequency discount (if any) to which he was previously entitled and Advertisements will be paid for at the appropriate rate. A new invoice will be issued for any surcharges relating to Advertisements that have already been invoiced at the discounted rate.

**5. Errors.** In the event of any error, misprint or omission in the printing of the Advertisement, except where attributable to a default by the Advertiser or its agents, the Publisher will make an adjustment to the cost. No re-insertion, refund or adjustment will be made where the error, misprint or omission does not materially detract from the advertisement. In no circumstances shall the total liability of the Publisher for any error, misprint or omission exceed the amount of a full refund of any price paid to the Publisher for the advertisement in connection with which the liability arose, or the cost of a further or corrective advertisement of a similar type and standard to the advertisement in connection with which the liability arose. Any complaint concerning the reproduction of an advertisement must be received in writing by the Advertiser within 30 Days of the publication date.

**6. General.** Advertisement copy must be supplied by the Advertiser or its agent in accordance with the mechanical data agreed with the Publisher. Copy matter must conform to the Publisher's requirements and charges may be made if the Publisher is involved in any additional work. The Advertiser's property and artwork etc. are held at its own risk and should be insured by the Advertiser against loss or damage from whatever cause. The Publisher reserves the right to destroy all artwork which has been in its possession for more than six months and no liability shall be attached to the Publisher in respect of such destruction. The Publisher reserves the right in its absolute discretion to cancel any Contract or to omit or suspend an Advertisement (for example if it is libelous, unlawful, defamatory, pornographic, socially unacceptable, insensitive or otherwise contrary to editorial policy). Should cancellation, omission or suspension be due to the act or default of the Advertiser or his servants or agents including the unsuitability of the Advertisement as indicated above, then the Advertiser shall pay for the space reserved for the Advertisement in full notwithstanding that the Advertisement has not appeared. Such cancellation, omission or suspension shall be notified to the Advertiser as soon as reasonably possible. All contents of Advertisements are subject to the Publisher's approval. The Publisher does not undertake to review the contents of any Advertisements and any such review of and/or approval by the Publisher will not be deemed to constitute an acceptance by the Publisher that such Advertisement is provided in accordance with these Advertising Terms and Conditions nor will it constitute a waiver of the Publisher's rights hereunder. The Publisher reserves the right at any time in its absolute discretion to reject or cancel any Advertisement, Order, URL link, space reservation or position commitment; or remove any Advertisement from any of the Publisher's properties or any page. Except as otherwise expressly provided, positioning of Advertisements within the Publisher's properties or on any page is at the sole discretion of the Publisher, and the Publisher will not be prohibited from also carrying Advertisements for any product or business competitive to the product or business of the Advertiser.

The Publisher will exercise reasonable care and skill in the handling and publishing of the Advertisement but where the Advertisement is not published in the manner specified in this Agreement, whether through any failure (technical or otherwise) or negligent act or omission on the part of the Publisher or any third party, the Publisher's liability will be limited (at the option of the Publisher) to either: (a) publishing the Advertisement (or a replacement Advertisement if provided by the Advertiser) as soon as is reasonably practicable in the

period following the period during which the Advertisement was scheduled to run and for such time as is necessary to generate a number of substitute impressions equal to the shortfall, or (b) refund to the Advertiser that proportion of the amounts paid which relate to those Advertisements, if the relevant amounts were not paid by the Advertiser, agree that such amounts will not be due or payable. The Publisher shall not be liable for any indirect, special or consequential loss or damage arising from any failure to publish an Advertisement as agreed with the Advertiser, including, but without limitation, any late or incorrect publication, any non-publication or inaccurate reproduction of the Advertisement, whether caused by the Publisher's error or negligence or by any reason whatsoever.

Copy must be supplied by the Advertiser to the Publisher by the last day for receiving Copy (or Closing Date of the Publication) as stated by the Publisher, failing this the Publisher cannot guarantee that proofs will be supplied or corrections made. If Copy instructions are not received by the last day for receiving Copy the Publisher reserves the right in its absolute discretion to repeat Advertiser's existing Copy in its possession where appropriate or where the Publisher does not hold any Copy to omit the Advertisement and to charge for the space reserved. For all Copy supplied, the Advertiser must adhere to the specification issued by the Publisher. In the event that the Advertiser's files do not comply with the specification, the Publisher reserves the right in its absolute discretion to reject the Copy and the Advertiser will be asked to re-supply. If, due to time or other reasonable constraints, the Publisher has to repair or rectify the file, the Publisher may (at its sole discretion) notify the Advertiser and shall not be liable for any inaccurate reproduction of the Advertisement or any resulting costs whether direct or indirect.

**7. Delivery.** Publisher does not guarantee delivery by any "in-home" date. Title and risk of loss passes to the Advertiser upon delivery to postal authorities or other carrier unless expressly agreed in writing. Publisher will have no responsibility for damage or breakage after delivery has been made to the postal authorities or other carrier, and all claims for damage or other loss should be made to the responsible carrier. Advertiser hereby releases and agrees to hold Publisher harmless from any claim or liability arising out of the interruption or delay of delivery of any Product once it has been delivered to the United States Postal Services or another carrier or any other interruption or delay which results from circumstances beyond the reasonable control of the Publisher.

**8. Governing Law.** All rights and remedies of Publisher and Advertiser shall be governed by the laws of the State of Montana (without regard to choice of law principles), regardless of the jurisdiction in which any action or proceeding may be instituted or maintained.

**9. Confidentiality.** Publisher and Advertiser each agrees to maintain the confidentiality of the prices and terms of this Agreement.

**10. Indemnity.** Advertiser warrants that all Products will comply with applicable laws. Advertiser will hold Publisher fully harmless from and indemnify Publisher for all claims, actions, liabilities and expenses (including attorney fees) arising out of or in connection with the content of any Product, including but not limited to claims of trademark or service mark infringement or privacy laws. Defense of any action shall be provided by attorneys approved by Publisher.

**11. No Guarantee of Response Rate.** Publisher does not guarantee any response rate for Product distributed pursuant to this Agreement.

**12. Arbitration.** Any dispute arising out of or in connection with this Agreement will be submitted for binding arbitration before a single arbitrator in Livingston, Montana. Judgement on the arbitration award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing provision for arbitration, Publisher shall be permitted to initiate and pursue one or more legal actions for collection of any sums not paid when due by Advertiser, and Publisher's claims for collection shall not be subject to arbitration.

**13. Attorney Fees.** If any payment is not made by Advertiser when due, Advertiser shall pay all of Publisher's collection costs and expenses, including reasonable attorney fees, whether or not any legal proceedings is instituted. In the event of any legal proceeding arising out of or in connection with this Agreement or the services provided for herein, or arising with respect to one of the parties, including but not limited to arbitrations, bankruptcy and reorganization proceedings and appeals, the prevailing party will be entitled to recover from the other party its costs, disbursements and reasonable attorney fees as determined by the court, arbitrator or other presiding official.

**14. Entire Agreement and Waiver.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements, representations, statements, negotiations and undertakings between them regarding the subject matter of this Agreement. Neither party shall be bound by a condition, warranty, understanding or representation with respect to the subject matter of this Agreement unless it is expressly provided herein or in a subsequent amendment or modification to this Agreement which is in writing and signed by duly authorized representatives of both parties. No waiver of any term or condition of this Agreement shall be deemed to be a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

**15. Remedies.** If Advertiser fails to make any payment when due, if Advertiser defaults in performance of any other obligation to the Publisher, if Advertiser is discovered to be insolvent, or if Publisher is not satisfied in its sole discretion with the Advertiser's financial condition, Publisher may, at its option, terminate the performance of services, cease production of, or defer or refuse shipments to Advertiser, stop delivery of any goods in transit, reclaim any goods for which payment has not been made, and exercise all other rights provided by the laws of the state of Montana.

**16. Force Majeure.** Publisher shall not be liable for failure to fulfill any order or for any delay in its performance or delivery of any Products if caused, directly or indirectly, by fire, weather, accident, act of God, act of government, civil disturbance, war, strike or labor difficulty, terrorism, shortage of labor, fuel, power, raw materials or supplies, Advertiser's failure to provide full and accurate information, or any other cause beyond Publisher's reasonable control.

**17. Security Interest.** Advertiser grants to Publisher a security interest in all goods sold to Advertiser until the purchase price is fully paid. In the event that any payment is not made when due, Publisher shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code with respect to the goods produced for Advertiser, in addition to any other rights and remedies available under applicable law. Advertiser authorizes Publisher to file all such financing statements as Publisher deems appropriate to evidence such security interest.

**18. Conflicting Terms.** In the event any of the terms and conditions in this Agreement are inconsistent with the terms and conditions of any applicable invoice issued by Publisher to Advertiser, the terms and provisions in the invoice shall prevail.

**19. Limitation of Liability.** ADVERTISER AGREES THAT IN NO EVENT SHALL PUBLISHER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOSS OF USE OR OTHER ECONOMIC LOSS. PUBLISHER'S OBLIGATION AND ADVERTISER'S REMEDY IS LIMITED, AT THE PUBLISHER'S ELECTION, TO THE REPLACEMENT OF GOODS, CURE OF ANY DEFECT, OR REFUND OF AMOUNTS PAID FOR THE GOODS OR SERVICES WITH RESPECT TO WHICH A CLAIM IS MADE. IN NO EVENT SHALL PUBLISHER'S LIABILITY FOR ALLEGED BREACH OF CONTRACT OR WARRANTY OR ANY TORT CLAIM, OR OTHERWISE, EXCEED THE AMOUNTS PAID BY ADVERTISER WITH RESPECT TO THE PUBLICATION FOR WHICH THE CLAIM IS MADE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PUBLISHER DISCLAIMS ALL LIABILITY TO ADVERTISER OR ANY OTHER PERSON IN CONNECTION WITH THE SALE, PERFORMANCE OR FAILURE OF PUBLISHER TO PERFORM ANY SERVICES OR PROVIDE ANY GOODS UNDER THIS AGREEMENT.

Revised 1/2014