

# AVENUE

## INSERTION ORDER

Date: \_\_\_\_\_

New       Revise       Cancellation

Bill to:  Advertiser       Agency

### ADVERTISER

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### ADVERTISING SCHEDULE

Frequency:      1x      3x      6x      9x      12x      Other: \_\_\_\_\_

2008 Issues:      Jan      Feb      Mar      Apr      May      Jun      Jul      Aug      Sep      Conc      Oct      Nov      Dec

2009 Issues:      Jan      Feb      Mar      Apr      May      Jun      Jul      Aug      Sep      Conc      Oct      Nov      Dec

Space: \_\_\_\_\_      Space Cost (per page): \$ \_\_\_\_\_ (Gross/Net)

Positioning Request: \_\_\_\_\_      Concierge Cost (per page): \$ \_\_\_\_\_ (Gross/Net)

### MANHATTAN MEDIA TERMS AND CONDITIONS OF SALE

- This Insertion Order constitutes an agreement between Avenue Media LLC (Avenue) and its advertiser, either directly or through its advertising agency hereinafter collectively referred to as "Advertiser," both of whom shall be considered jointly and severally liable for payment and compliance with all conditions of the agreement. As the advertising contracted for herein will be consolidated with other advertisements to facilitate production and publication, cancellation is not allowed.
- Advertiser shall supply advertising materials to Avenue pursuant to Avenue's current and prevailing mechanical specifications on requirements. If the required production materials are not supplied by Advertiser, then Advertiser will be charged for Avenue creating the necessary material(s).
- Advance payment for advertisements is required of all Advertisers until credit has been established. If credit has been established Advertiser agrees to pay Avenue at the "per insertion" rate set forth above within ten (10) days of the receipt of Avenue's invoice with tear sheet(s).
- Advertiser agrees to pay Avenue for service charges equal to 1 1/2% of the outstanding balance per month on all balances outstanding in excess of thirty (30) days.
- Avenue is responsible for errors up to the cost of the ad in advertising credit. Advertiser agrees that unless it makes written objection to the billing amount set forth in Avenue's invoices or if there is an error in the ad within thirty (30) days of invoice date, the amount due shall be deemed correct in all respects. Avenue does not assume liability for omissions, or in the event of an error, for any claim to exceed the cost to the advertiser of the actual space occupied by the advertisement or section thereof in which the error occurs.
- Advertiser represents and warrants that its advertisement will not contain any matter that is obscene or libelous, or violates the rights of any third party including any person's right of privacy or constitutes copyright infringement, or is otherwise contrary to law. Advertiser agrees to hold Avenue harmless from all liabilities, claims, losses or damages of every kind arising out of any advertisement submitted to Avenue, by or on behalf of the Advertiser. Advertiser agrees, at his or her own expense, to defend to final judgment any and all suits, actions, etc., and satisfy all orders, judgments, etc. against Avenue resulting from publication of any advertisement submitted to Avenue by or on behalf of the Advertiser.
- Multiple insertion advertisers are granted a discount rate per insertion as quoted above. Should Advertiser not

- Manhattan Real Estate
- Suburban Real Estate
- Fashion
- Jewelry
- Hotel
- Travel
- Food & Wine
- Art & Antiques
- Finance
- Beauty
- Interior Design
- Private Aviation
- South Florida
- Other \_\_\_\_\_

### AD AGENCY

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### Advertiser/Agency

Authorized Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Manhattan Media Representative: \_\_\_\_\_