

Terms & Conditions of Service

THIS ADVERTISING AGREEMENT ("Agreement") is made by and between Mission Advertising Group ["MAG"] and [ADVERTISER NAME HERE] ("Advertiser").

1. **Advertising.** The Advertiser shall purchase the Advertising Services itemized on the MAG Insertion Order during the term of the Agreement and for the rates indicated on the agreement. All rates are subject to the rate revision provisions of Paragraph (3) below:
2. **Term.** The term of this Agreement shall be the last Insertion Date itemized under the Advertising Placements section.
3. **Short-Rating.** If at the end of the Term, the Advertiser has used fewer ads than agreed to in the Advertising Placements section, to the extent that a different rate would be applicable according to MAG's current rate schedule, Advertiser's rate for all space used during the year shall be increased to the appropriate rate indicated on said rate schedule.
4. **MAG's Rate Schedule.** The terms and conditions of MAG's rate schedule, a copy of which has been provided to the Advertiser are incorporated herein by reference. If any terms or conditions of the rate schedule conflict with the terms of the Insertion Order, the terms of this Agreement and the Insertion Order shall govern. MAG may revise its advertising rate schedule at any time upon 30 days' written notice to Advertiser, and Advertiser may, without penalty, cancel this Agreement at any time prior to the time the new rates become effective upon prior written notice to MAG.
5. **Right to Edit or Reject.** MAG may, in its sole discretion, edit, classify, or reject at any time any advertising copy submitted by Advertiser.
6. **Payment for Advertising.** Advertiser shall pay for the advertising purchased under this Agreement by the end of the month of the insertion if paying by credit card, or net 15 days from the insertion date if paying by check. If Advertiser fails to pay prior to the 30 day past due date, Advertiser agrees to charging the credit card number provided plus a 1.5% interest rate per 30 day period past the due date. MAG may reject advertising copy and/or immediately cancel this Agreement and Advertiser agrees to indemnify MAG for all expenses incurred in connection with the collection of amounts payable under this Agreement, including court costs and attorneys' fees if the credit card payment is declined. If this Agreement is cancelled due to Advertiser's failure to timely pay, MAG may rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable. All fees and other charges not paid when due shall be subject to late charges of the lesser of one and one-half percent (1.5%) per month of the overdue amount or the maximum permitted under applicable law.
7. **Joint and Several Liability.** If Advertiser utilizes an agency ("Agency"), Advertiser and Agency shall be jointly and severally liable for complying with all the terms of this Agreement, including payment for all advertising. Agency commissions, if any, shall apply to all space charges and adjustments under this Agreement.
8. **No Sequential Liability.** This Agreement renders void any statements concerning liability which appear on correspondence from Agency or Advertiser. It is further agreed that MAG does not accept advertising orders or space reservations claiming sequential liability.
9. **Incorrect Rates in Insertion Orders.** When orders are forwarded by Advertiser or its Agency which contain incorrect rates or conditions, the advertising called for will be inserted and charged at the correct rate in force governing such advertising as provided for in the MAG rate schedule, as may be revised pursuant to Paragraph (4) above, and in accordance with the conditions contained herein.
10. **Typographical Errors; Incorrect Insertions or Omissions.** This Agreement cannot be invalidated for typographical errors, incorrect insertions or omissions in advertising published as a direct result of a MAG error. MAG agrees to run a corrective advertisement for that portion of the first insertion which may have been rendered valueless by such typographical error, wrong insertion or omission. Advertiser shall notify MAG of such errors in time for correction before the second insertion. MAG shall not be liable to Advertiser for any loss that results from a MAG error (including, without limitation, typographical errors), incorrect insertion or omission of Advertiser's advertisements.
11. **Indemnification.** Advertiser agrees to indemnify, defend and hold harmless MAG from all claims (whether valid or invalid), suits, judgments, proceedings, losses, damages, costs and expenses, of any nature whatsoever (including reasonable attorneys' fees) for which MAG or any of its affiliates may become liable by reason of MAG's or Advertiser's advertising.
12. **Assignment.** This Agreement may not be assigned or transferred by Advertiser or Agency.
13. **Credit Check.** The effectiveness of this Agreement is subject to a satisfactory credit check on Advertiser and/or Agency. As such, the Advertiser hereby grants MAG the right to run a credit check on the Advertiser.
14. **Privacy Policy.** Pursuant to MAG's [Privacy Policy](#) the Advertiser acknowledges that they are not entitled access to the personal information of our subscribers.
15. **Billing Credits.** Any claim by Advertiser for a credit related to rates incorrectly invoiced or paid must be submitted in writing to MAG within thirty (30) days of the invoice date or the claim will be waived.
16. **Entire Agreement.** This Agreement constitutes the complete understanding of the parties and supersedes all prior agreements, understandings, negotiations and/or arrangements between the parties and cannot be amended except in writing and signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of California.