

CRUSH MAGAZINE ADVERTISING CONTRACT TERMS AND CONDITIONS

1. Materials will not be returned to Advertiser unless specifically requested by Advertiser. Materials will be discarded after six (6) months.
2. Payment in full is due within thirty (30) days of the initial invoice date or not later than twenty-one (21) days prior to publication of the first month of advertising contract. 6 and 12 month contracts can be billed quarterly. Advertising privileges will be suspended on accounts over 90 days past due. All expenses and legal fees incurred in collecting outstanding invoices will be paid by the Advertiser. Crush Enterprises LLC reserves the right to require payment in advance of publication.
3. Advertiser shall submit to Crush Enterprises LLC all advertising and editorial materials not later than twenty-one (21) days prior to publication. Alterations requiring additional work will be charged at current rates. When no other copy is provided by Advertiser by the closing date, Crush Enterprises LLC may insert previous advertisement from Crush magazine. Insertion orders are binding after closing dates. Cancellations must be received no later than 5 days after the Space Reservation Due date. Advertisers canceling after this date will be billed for space ordered. No cancellations are accepted after closing dates without written agreement from Crush Enterprises LLC.
4. Crush Enterprises LLC reserves the right to reject any advertisement at any time after receipt of proof of text, copy and/or illustrations, even though a prior similar order may have been approved. Crush Enterprises LLC shall have the right to omit any advertisement when the space allotted to advertising has been filled. Unintentional or inadvertent failure to publish advertising invalidates the insertion order for that issue only. Failure of Crush Enterprises LLC to insert any advertisement shall be considered immaterial and shall not constitute a breach of this Agreement, nor shall Crush Enterprises LLC be liable for damages thereof. In such event, Advertiser shall have the option of having such advertisement printed in a future issue under these Terms and Conditions or of having no charge for such advertisement not inserted. Advertisements already run shall be paid for at rates in the Rate Card. Crush Enterprises LLC reserves the right to require any advertising to be labeled "advertisement."
5. Crush Enterprises LLC shall not be liable for any damages for failure to fulfill an order for any reason whatsoever, including but not limited to labor disputes, strike, war, riot, insurrection, civil commotion, fire, flood, accident, storm, act of God, or any other circumstances. In such event, Advertiser's sole remedies shall be those in paragraph 4 above.
6. Any specification or order for the use or non-use of any particular page or position where the advertisement is to be inserted shall be treated as a request only, and Crush Enterprises LLC shall not be obligated to comply with said request. In the event said request for position is granted, Advertiser shall pay an additional position charge.
7. Any taxes which may be imposed on any advertising shall be advanced by Crush Enterprises LLC on behalf of Advertiser, be billed to Advertiser and be due and payable immediately.
8. Crush Enterprises LLC reserves the right to cancel this Agreement at any time upon Advertiser's failure to pay any bill when due.
9. In the event Crush Enterprises LLC must employ an attorney to collect sums due hereunder or to enforce compliance by Advertiser with any of the terms of this Agreement, Advertiser

shall pay to Crush Enterprises LLC attorney's fees and other costs incurred by Crush Enterprises LLC in connection with any legal actions and appeals thereof.

10. Advertiser shall indemnify Crush Enterprises LLC and hold Crush Enterprises LLC 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 Crush Enterprises LLC 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. Advertiser agrees at Advertiser's own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against Crush Enterprises LLC, provided that Crush Enterprises LLC shall promptly notify Advertiser with respect thereto. The Advertiser shall reimburse Crush Enterprises LLC for any amount paid by Crush Enterprises LLC in settlement of claims or in satisfaction of judgements obtained by reason of publication of such advertising copy, together with all expenses incurred in connection therewith, including but not limited to, reasonable attorney's fees and court costs.

11. 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 either party is empowered to alter any of the terms hereof, unless done in writing and signed by a duly authorized officer, employee or other representative of the respective parties.

12. Should any part of this Agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such part, parts, or portion which may, for any reason, be hereafter declared invalid.

13. This Agreement shall be construed under the laws of the state of Florida. Venue for any legal actions regarding this Agreement shall be in the state of Florida.

14. Crush Enterprises LLC statement of policy regarding authors of articles and advertising featured in Crush Enterprises LLC publications. Crush Enterprises LLC expects all Crush Enterprises LLC members and others featured as authors or advertisers in Crush Enterprises LLC publications to be in full compliance with the Crush Enterprises LLC Code of Standards & Ethics. Crush Enterprises LLC reserves the right to refuse publication of questionable articles or advertisements in any of its publications materials of any kind that raise any issues of ethics. All authors and advertisers appearing in Crush Enterprises LLC publications are hereby on notice of this policy and accept any invitations, agreements and contracts subject to it. As a consequence of this policy, all such persons or companies agree that their sole recourse against Crush Enterprises LLC for any exclusion pursuant to this policy shall be refund of monies paid for advertising.