Terms & Conditions

Frequency Discounts

- 3x, 4x, and 5x ad orders need not be taken consecutively, but must be taken within a 12 month period. 6x ad orders must be taken consecutively.
- Advertisers contracted at a frequency discount rate who fail to place the minimum number of insertions to earn such a rate will be billed for the difference between the amount paid and the amount due under the frequency discount for which they qualify.
- All ad rates are NET to Michigan Gardener.

Specific Positions

 Specific position requests: add 15%. Specific position requests can be accommodated based on the layout of the issue. Position of ad is not guaranteed unless a position is specifically contracted.

Covers/Prime Positions

	Add to ad rate
• Inside Front Cover	35%
• Page 3	40%
 Inside Back Cover 	20%

- Publisher reserves the right to move a smaller ad with a prime position contract if a largersized ad contracts for the same position (e.g. a half-page ad would be moved from the inside back cover to another available page if a fullpage ad contracts for the inside back cover).
- For both print and online prime positions, ad orders with more insertions take precedence over orders with fewer insertions (e.g. an order for a 12-month Leaderboard position would take precedence over a 6-month order for the same position).

Center Advertising Section

- One Center Section is available in each issue. It is printed on the same paper as the cover, which is heavier than the inside body pages. This section is a 4-page, full color section stitched into the center of the magazine, and it is your space exclusively.
- Pricing includes printing and insertion costs, as well as design and layout (photos are not included).
- Please contact us for more details.
 April, May, or June: \$4485 per issue
 Jul/Aug, Sep/Oct, or Nov/Dec: \$3685 per issue

Ad Approval Process

- Proofs of ads prepared by the publisher are forwarded to the advertiser for approval. Ad proofs must be approved by the advertiser prior to publication.
- Advertisers have final responsibility for error detection.
- If time constraints eliminate the proof/ approval process or if the advertiser does not respond in a timely manner, the contract for space reservation prevails and the advertiser agrees to full payment for the preparation and printing of the ad, regardless of possible error.
- The publisher is not responsible for errors in provided camera-ready copy or ad proofs approved by the advertiser or the advertiser's representative.

Release Fees

 Michigan Gardener holds the copyright to all ads produced by Michigan Gardener. To reuse the ad in other media, a release fee is required: Black & white ads: 10% of ad cost (\$95 minimum). Color ads: 10% of ad cost (\$195 minimum).

Ad Cancellations

- Cancellation of advertisements must be submitted in writing and received by the publisher before the deadline entitled "Ad Materials Due." Cancellations are not accepted after this deadline.
- If advertiser does not cancel advertising as described in "Ad Cancellations":
- Advertiser shall remain responsible for any and all obligations in the advertising contract, including but not limited to payment obligations.
- Advertiser's previous ad will be printed in the contracted issue or the ad space will be replaced at the discretion of the publisher.

Payment - Account Terms

- All 1x ads must be paid in advance.
- All first-time ads must be paid in advance.
- Publisher reserves the right to apply frequency discounts as a rebate on the final ad insertion of the ad order.
- Publisher reserves the right to require credit references to approve credit.
- Invoices will be considered delinquent if payment is not received within prescribed terms and will be subject to a monthly 1.5% finance charge. Account delinquency may prevent the advertiser from reserving space in future issues.

- If payment is not received within approved terms, frequency and camera-ready deductions shall be forfeited.
- Tearsheets are typically sent with invoices, but failure to do so does not remove the advertiser's responsibility to pay any invoice according to the stated terms.
- In the event that collection action is necessary, all collection costs and attorney fees can be recovered from the advertiser.

Additional Contract Conditions

- The publisher reserves the right to reject or omit any portion of an advertisement for any reason.
- Neither the advertiser nor the publisher will be responsible for misinformation, typographical errors, omission, etc., contained therein.
- The publisher is not liable for failure to provide advertising space or to publish an ad due to circumstances beyond the publisher's control.
- The publisher shall not be liable for typographical errors which do not lessen the value of an advertisement. Ad rate adjustments for advertising errors will be based on the opinion of the publisher as to what percentage the error detracts from the total advertising message. In order to make such adjustments, the publisher must be notified in writing before the advertising deadline for the issue following the issue containing the discrepancy. Compensation will be in the form of credit for future advertising or deduction from any outstanding invoice.
- In no event shall the publisher's liability
 exceed the total amount paid to the publisher
 by the advertiser under the terms of the
 advertising contract. Additionally, in no event
 shall the publisher be liable for damages of
 any kind which are related to or which may
 arise from the loss of business or profits of the
 advertiser.
- Advertiser agrees to indemnify and hold the publisher harmless from and against any and all claims of loss, personal injury, or property damage by the advertiser or third parties which arise out of or which are related to the content of the ad or use of the advertiser's products or services.
- Unless otherwise expressly stated in the terms of the advertising contract, the publication of the advertiser's ad by the publisher is in no way an endorsement or recommendation by the publisher of the advertiser's products or services.