

WILD SHEEP[®]

the journal of the mountain hunter and committed conservationist

ADVERTISING CONTRACT

Business Name	Authorized Representative	Date
Email Address	Phone	
Street Address	City	
State/Province/Territory	Zip/Postal Code	Country
Check Enclosed \$ _____ (Make checks payable to <i>The Wild Sheep Foundation</i>)		
Please bill my: MC Visa American Express Discover		
Credit Card Number	Expiration Date	CCV Number

Name on Card _____ Authorized Signature _____

The following insertion order is placed in accordance with the terms, provisions, mechanical specifications and other conditions set forth on the rate card and in this contract, and shall become a part of this agreement. The publisher's right to reject or omit any advertisements is expressly reserved by the *Wild Sheep Foundation*.

ISSUE	AD SIZE	COLOR or B&W	RATE	PAID (office use only)
SUMMER 20____		C B&W		
FALL 20____		C B&W		
WINTER 20____		C B&W		
SPRING 20____		C B&W		

SPECIAL INSTRUCTIONS:

SEND TO:
 WILD SHEEP FOUNDATION
 412 Pronghorn Trail
 Bozeman, MT 59718
 406.404.8750
 editor@WildSheepFoundation.org
 www.WildSheepFoundation.org

ADVERTISER: _____
 SALES STAFF: _____
 DATE ACCEPTED: _____



TERMS & CONDITIONS

The following are certain terms and conditions governing advertising published in Wild Sheep™ magazine (the “Magazine”) by the “Advertiser” or its advertising agent (“Agency”). Submission of insertion order for placement of advertising in the Magazine constitutes the Advertiser’s and the Agency’s acceptance of the following terms and conditions, and their acknowledgment that they have read the same. No terms or conditions shall be published in any insertion orders, reservation orders, blanket contracts, instructions or documents other than in this document. Rate Card will be binding on the Wild Sheep Foundation (the “Publisher”), unless Publisher agrees to such terms and conditions in writing.

AGENCY COMMISSION AND PAYMENT

1. Publisher may require payment for advertising upon terms determined by Publisher prior to publication of any advertisement.
2. Agency and Advertiser are jointly and severally liable for the payment of all invoices arising from placement of advertising in the Magazine and for all costs of collection of late payment.
3. Agency commission (or equivalent): fifteen percent (15%) of gross advertising space charges, payable only to recognized agents. Agency commissions are not payable to agencies representing a single organization or to in-house agencies.
4. Invoices are rendered on or about the on-sale date of the Magazine and payment is due thereon within ten (10) days after the billing date, with the following exceptions: for all advertising not placed through a recognized agent, payments at Rate Card rates must be received no later than the issue closing date; prepayment is required if credit is not established earlier than ten (10) business days prior to the issue closing date; all payments must be in United States currency.
5. No Agency commission is payable, and Publisher will not grant any discounts on production charges. Any discounts received by Advertiser on ad space charges may not be applied to production charges.
6. Advertiser shall pay all international, federal, state and local taxes on the printing of advertising materials and on the sale of ad space.
7. Publisher shall rebate Advertiser if Advertiser uses more ad space than the quantity of space on which billed ad rates were based. Failure to use all such ad space shall result in higher ad rates. In such event, Advertiser will be short rated and owe Publisher an additional sum.

COPY, CHANGES AND CONTRACT REGULATIONS

8. Advertising units of less than 1/6 page size are accepted based on issue availability as determined by Publisher.
9. Requested schedule of issues of ad insertions and size of ad space must accompany all insertion orders. Orders and schedules are accepted for the advertising by brand of product or service only and may not be reassigned to other products or services or to affiliated companies without the consent of Publisher.
10. If a third party either acquires or is acquired by Advertiser during the term of an insertion order, any advertising placed by such third party in an issue of the Magazine that closed prior to the date of the acquisition will not contribute to Advertiser’s earning discounts.
11. Publisher will not edit, design or alter any submitted advertising. Advertisements must be resubmitted if Advertisers wish to have an advertisement altered in any manner. Previously submitted advertisements will be re-run if new advertising copy is not submitted by the closing date.
12. Materials will not be returned to Advertiser unless specifically requested by Advertiser, and will be discarded after six (6) months.
13. Publisher expressly reserves the right to reject or cancel for any reason at any time any insertion order or advertisement without liability, even if previously acknowledged or accepted. In the event of cancellation for default in the payment of bills, charges for all advertising published as of the cancellation date shall become immediately due and payable.
14. Advertisers may not cancel orders for, or make changes to advertising after the issue closing date. Cancellation of orders or changes in advertising to be placed on covers, in positions opposite content pages, and for card inserts will not be accepted later than thirty (30) days prior to the issue closing date. Cancellation of orders for special advertising units printed in the Magazine, such as booklets and gatefolds, will not be accepted later than sixty (60) days prior to the issue closing date. In

the event Publisher accepts cancellation after any of the foregoing deadlines, such acceptance must be in writing, and such cancellation may be subject to additional charges at Publisher’s discretion.

15. The conditions of advertising in the Magazine are subject to change without notice. Publisher will announce ad rate changes thirty (30) days prior to the closing date of the issue in which the new rates take effect. Orders for subsequent issues will be accepted at the then-prevailing rates.

PUBLISHER’S LIABILITY

16. Advertiser and Agency jointly and severally represent and warrant that each advertisement submitted by it for publication in the Magazine contains no copy, illustrations, photographs, text or other content that may result in any claim against Publisher. Agency and Advertiser jointly and severally shall indemnify, hold harmless and defend Publisher (through counsel of Publisher’s choosing) from and against any damages and related expenses (including attorney’s fees and court costs) arising from the content of advertisements, including, but not limited to, claims of invasion of privacy, unauthorized use of names or pictures of living persons, trademark infringement, improper trade practices, illegal competition, copyright infringement, libel, and misrepresentation. Advertiser and Agency shall further jointly and severally reimburse Publisher for any amount paid by Publisher in settlement of claims, or in satisfaction of judgments 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.
17. Publisher is not liable for any failure or delay in printing, publishing, or circulating any copies of the issue of the Magazine in which advertising is placed that is caused by, or arising from, an act of God, accident, fire, strike, terrorism or other occurrence beyond Publisher’s control.
18. Publisher is not liable for any failure or delay in publishing in the Magazine any advertisement submitted to it. Publisher does not guarantee positioning of advertisements in the Magazine, is not liable for failure to meet positioning requirements and is not liable for any error in key numbers or accurate color reproduction. Publisher will treat all position stipulations on insertion orders as requests and will not be bound by any conditions, billing or copy instructions other than those appearing in these terms and conditions.
19. The liability of Publisher for any act, error or omission for which it may be held legally responsible shall not exceed the cost of the ad space affected by the error. In no event shall Publisher be liable for any indirect, consequential, special or incidental damages, including, but not limited to, lost income or profits.

MISCELLANEOUS

20. If an account is placed with a collection agency or attorney for collection, all commissions and discounts will be rescinded or become null and void, the full advertising rate shall apply and this agreement may be terminated at Publisher’s discretion. Advertiser and Agency shall pay all attorney’s fees and other costs of collection incurred by Publisher, whether incurred prior to or after the filing of legal action. Advertisers more than sixty (60) days in arrears shall also be prohibited from exhibiting at Wild Sheep Foundation conventions until the Advertiser’s account is paid in full.
21. Publisher’s acceptance of an advertisement for publication in the Magazine does not constitute an endorsement of the product or service advertised. No Advertiser or Agency may use the Magazine’s name or logo without Publisher’s prior written permission for each such use.
22. The word “advertisement” will be placed above all advertisements that, in Publisher’s opinion, resembles editorial matter.
23. This agreement shall be governed by and construed in accordance with the laws of the State of Montana without regard to its conflicts of laws provisions. Any civil action or proceeding arising out of or related to this agreement shall be brought in the 18th Judicial District Court in Gallatin County, Montana. Advertiser and Agency each consent to the jurisdiction of such court and waives any objection to venue of any such civil action or proceeding in such courts.
24. These terms and conditions shall remain effective and inure to the benefit of Publisher notwithstanding the expiration, cancellation or termination hereof.