



TERMS AND CONDITIONS

All copy is subject to The Publisher's approval. The Publisher reserves the right to reject advertising. Print quality standards are based on SWOP standards and regulations.

The Publisher reserves the right to select ad location unless the Advertiser pays for a special position. Publisher may insert the word "ADVERTISEMENT" in any ad that simulates editorial.

Ads requiring additional preparation must be submitted with the insertion order at least one week prior to materials due date. Late ad changes cannot be guaranteed and are subject to additional charges.

Cancellations are not accepted after the closing date.

Should the Advertiser fail to fulfill the contract, the Publisher may bill the Advertiser for the difference between the rate paid on previous ads and the rate earned (short rate). Publisher also may bill for the value of merchandising credits utilized, but not earned due to the failure to fulfill the contract.

Advertisers and their Agencies are solely responsible and accept full liability for all contents of their advertisements.

The Publisher shall not be liable for delays in delivery, non-delivery, or for the failure to publish or distribute all or any part of the publication due to circumstances beyond the Publisher's control. Further, the Publisher shall not be liable for damages if, for any reason, he fails to publish an advertisement.

The Publisher assumes no liability for errors or omissions in key numbers, reader service descriptions, reader service numbers, or the index of advertisers company name listing.

The Publisher's liability for any error will not exceed the charge for the advertisement in question.

No conditions, oral or printed in the contract, order, copy instructions, or elsewhere, which conflict with the Publisher's policies as set forth in this Media Kit, will be binding on the Publisher.

Failure to make the Advertiser's order correspond in price or otherwise with the 2008 rate schedule is regarded only as a clerical error, and publication is made and charged according to the terms of the schedule in force without further notice.

The Advertising Agency and Advertiser assume and agree to pay the charges specified for advertising published at their direction.

In the event the Advertiser and/or Agency default in payment of bills, the Advertiser and/or Agency will be jointly liable for all fees and sums of collection, including but not limited to reasonable attorney's fees and court costs incurred by the Publisher in the collection of said bills.

Jurisdiction and venue for any litigation ensuing from advertising placed in the publication shall properly lie in Sarasota County, Florida.