



TERMS AND CONDITIONS

1. **DEADLINE FOR SUBMITTING ADS.** Ad material must be received by GREAT AMERICAN PUBLISHING, INC. in acceptable formats at least 14 days prior to publishing. If ad material is submitted after this date, GREAT AMERICAN PUBLISHING, INC. may, in its sole discretion and without liability, refuse to run a submitted ad without any reduction to the agreed upon contract price.
2. **DEADLINE FOR CHANGE OR CANCELLATION BY ADVERTISER OR ADVERTISER'S AGENCY.** Any request to change or cancel an ad must be written and signed by the advertiser or advertiser's agency and received by GREAT AMERICAN PUBLISHING, INC. no later than 60 days prior to the applicable ad deadline. Otherwise, GREAT AMERICAN PUBLISHING, INC., in its sole discretion and without liability, may refuse to change or cancel the ad, in which case Advertiser and Agency shall nevertheless be responsible for full payment and performance of the applicable contract.
3. **PUBLISHER'S DISCRETION.** GREAT AMERICAN PUBLISHING, INC. may, at any time and without liability:
 - a. Cancel or reject any ad, even if previously accepted by GREAT AMERICAN PUBLISHING, INC., if GREAT AMERICAN PUBLISHING, INC., in its sole discretion, considers its form or content or links to other web sites (for online ads) to be misleading, in bad taste, adverse to public interest, in violation of applicable law, or otherwise inappropriate for the character of the publication or web site in which it is to be displayed;
 - b. Place the word "advertisement" with any ad copy, which, in GREAT AMERICAN PUBLISHING, INC.'s sole discretion, resembles editorial material;
 - c. In its sole discretion, determine ad location and/or position in the publication or web site, if, after using best efforts, GREAT AMERICAN PUBLISHING, INC. cannot place ad in exact location/position specified in the applicable contract;
 - d. Cancel the contract between GREAT AMERICAN PUBLISHING, INC. and advertiser or advertiser's agency, including without limitation for any breach of these Terms and Conditions or nonpayment.
4. **RATES.** If the contract or ads are cancelled for any reason, by advertiser or advertiser's agency or by GREAT AMERICAN PUBLISHING, INC., or if ad publishing frequency is decreased at any point during the contract period, advertiser and advertiser's agency shall be liable for and shall pay, within ten (10) days of invoice, the increased per ad rate (short rate) applicable to the number of ads actually run (e.g. if advertiser committed to 12 ads but only 6 ads ran, advertiser and advertiser's agency shall pay for 6 ads at the 6-ad rate instead of the 12 ad rate).
5. **TERMS OF PAYMENT.** Payment is due within 13 days of the invoice date. GREAT AMERICAN PUBLISHING, INC. accepts most major credit cards. A 4% service fee is added to all credit card and PayPal transactions. A \$30.00 (U.S.) fee will apply to all foreign wire transfers; ACH transactions are free. GREAT AMERICAN PUBLISHING, INC. may refuse to complete future program components (without further liability to client or client's agency) if client or client's agency has failed to pay an account when due or has paid with a bounced check or other uncollectible funds. Failure to pay invoices properly and timely may result in additional charges, including bank interest calculated daily and compounded monthly, up to the extent permissible by law, and payment of GREAT AMERICAN PUBLISHING, INC. costs and attorney fees incurred for collection.
6. **LIMITATION OF LIABILITY.** Except for refund of monies paid for an ad, GREAT AMERICAN PUBLISHING, INC. shall not be liable to advertiser or advertiser's agency in the event it fails to publish an ad or the ad contains errors attributable to GREAT AMERICAN PUBLISHING, INC. GREAT AMERICAN PUBLISHING, INC. is under no obligation to check the advertising material made available for accuracy, completeness, quality, or for any other reason. UNDER NO CIRCUMSTANCES SHALL GREAT AMERICAN PUBLISHING, INC. BE LIABLE TO ADVERTISER OR ADVERTISER'S AGENCY FOR INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOST PROFITS OR LOSS OF GOODWILL, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH ANY SUCH CLAIM MAY BE BASED.
7. **EXCUSED PERFORMANCE.** GREAT AMERICAN PUBLISHING, INC. shall not be liable to advertiser or advertiser's agency for any delays in the production or distribution of the publication or web site in which an ad is to be displayed, including without limitation if caused in whole or part by acts of God, governmental or quasi-governmental entities, fires, floods, labor or material shortages, transportation interruption of any kind, systems or other technological failures affecting GREAT AMERICAN PUBLISHING, INC.'s website, or any other event beyond its reasonable control.
8. **WARRANTY AND INDEMNIFICATION.** Advertiser and advertiser's agency warrant and represent:
 - a. That any ad submitted does not violate applicable law, including the civil and property rights of any third party; and
 - b. That advertiser and advertiser's agency are authorized to use and publish the ad material (including without limitation any text, illustrations, labels, sketches, names, images, photographs, trademarks, copyrighted material, or claims made by the ad); and
 - c. The ad material is true and correct.
 - d. Advertiser and advertiser's agency agree to jointly and severally indemnify, defend and hold harmless at their sole cost GREAT AMERICAN PUBLISHING, INC. from any claim, liability, loss, or expense (including court costs and attorneys' fees) arising out of (i)

the content of the ad or (ii) any breach of the aforementioned warranties and representations, including but not limited to any third-party claim or lawsuit for libel, plagiarism, copyright or trademark infringement, invasion of privacy, or any other claim based on the content and/or form of the advertisement.

9. **ADVERTISER/AGENCY LIABILITY.** GREAT AMERICAN PUBLISHING, INC. may rely on the acts and representations of advertiser's agency as the acts and representations of, and binding on, advertiser. Any agency submitting an ad contract agrees to be jointly and severally liable with advertiser for all resulting ad fees and production charges due GREAT AMERICAN PUBLISHING, INC., regardless of whether advertiser has first paid agency for those fees/charges and regardless of whether GREAT AMERICAN PUBLISHING, INC. has first tried to collect those fees/charges from advertiser without success.
10. **COLLECTION AND LITIGATION COSTS.** Advertiser and advertiser's agency shall be jointly and severally liable to GREAT AMERICAN PUBLISHING, INC. for any and all costs incurred by GREAT AMERICAN PUBLISHING, INC. in attempting to collect past-due ad fees and production charges, including without limitation contingency fees paid collection agencies and/or attorneys, reasonable attorney fees, court costs and other litigation expenses.
11. **APPLICABLE LAW AND VENUE.** By placing advertising with GREAT AMERICAN PUBLISHING, INC., advertiser and advertiser's agency agree to be bound by these Terms and Conditions, which shall be governed and interpreted solely in accordance with the substantive laws of Michigan. Advertiser and advertiser's agency further agree that any dispute or claim concerning advertising submitted hereunder shall be exclusively litigated in a court having competent jurisdiction in Michigan, which advertiser and advertiser's agency agree shall have personal jurisdiction over them.
12. **ENTIRE AGREEMENT.** These Terms and Conditions, together with the terms of GREAT AMERICAN PUBLISHING, INC. 's Order Acknowledgement, replace and supersede any prior agreements, understandings, or representations (oral or written) made by or between the parties and concerning this subject matter. These Terms and Conditions may not be amended or waived except in writing signed by both GREAT AMERICAN PUBLISHING, INC. and advertiser or advertiser's agency. Any terms and conditions appearing on the space order, purchase order, billing instructions, copy instructions or any other document from advertiser or advertiser's agency are rejected and do not become a part of the contract between the parties.
13. **CUSTOM AGREEMENT:**
 - Pricing includes content development, production, editing, copywriting, promotion, distribution, two rounds of corrections/changes and a final review per project. Additional change orders or rounds of proofs can be made at a cost of \$150 per round of revision.
 - Client will designate one main point of contact for custom content manager to work with regarding creation, proofing and approval of all program elements.
 - Following approval of the proposal and receipt of signed contract, custom content manager will create master timeline for all materials, allowing Client to review and sign off on timeline. Client is responsible for meeting all set deadlines. If deadlines are not met by Client, custom content manager may be required to adjust delivery date of final project.
 - Client holds the copyright to all material.
 - Fruit Growers News and its parent, Great American Media Services, reserve the right to use the material in its promotion and on its publications' websites, email and social media outlets.
 - Upon the signing of this agreement, Client represents and warrants that all material delivered to Great American Media Services shall be free of libel and that publication thereof will not violate or infringe any copyright, trademark, right of privacy or any other statutory or common law property right of any person, and that Client will indemnify, defend and save harmless the publisher, its agents, assigns and successors against any claim, demand, costs, expenses and damages, including reasonable attorney's fees incurred by the publisher arising out of or in connection with any breach by Client of any of the foregoing.

By signing this contract, you agree to our Privacy Policy, available at <https://greatamericanmediaservices.com/website-policies>.