# **TERMS OF USE + AD AGREEMENT**

# **AD AGREEMENT**

When you order an ad in Canton Today magazine as an advertising sponsor, you enter into this agreement with the publisher of Canton Today magazine, BWD Publishing LLC (the "PUBLISHER" or "we" or "us"). All advertising sponsors ("ADVERTISERS" or "ADVERTISER" or "you") understand and accept the information in this agreement. The term "our" refers to the PUBLISHER, and the term "your" refers to the ADVERTISER and/or ADVERTISERS.

#### 1. DEADLINE FOR ORDERING ADS

The deadline for ordering an ad is the first day of the month before the magazine issue - e.g., June 1 for the July issue.

### 2. CANTON TODAY-PRODUCED ADS

You design your ad, and Canton Today magazine will produce it at no extra charge. Email your ad design to the PUBLISHER by the first day of the month before the magazine issue — e.g., June 1 for the July issue. If you fail to email your ad design and materials to the PUBLISHER by the first of the month, you may be liable for an extra charge.

For your ad design, include all the materials needed to produce your ad. This may include text, photos, logos and other images, along with the placement of each ad element — i.e., a mock-up of your ad.

Let us know if you prefer a serif font or sans serif font (serif fonts have a more traditional look, sans serif fonts a more contemporary look). You can request a specific font and we will let you know if it's available. Also let us know if you want your ad to incorporate certain colors (ideally those colors will complement the colors of your logo, images and/or photos).

If your image files are too large to be sent via email, you can send files through the free WeTransfer website: https://wetransfer.com

After you review your Canton Today-produced ad, if you request a minor revision within the framework of your ad design, the PUBLISHER will revise the ad. When that revision is completed, no further revisions or versions of the ad will be produced for the ADVERTISER. Any further revisions will result in an extra charge. (If the revised ad has typos that are the responsibility of Canton Today magazine, the PUBLISHER will fix them at no charge.)

For each subsequent month of your ad campaign, you can request minor changes to the text of your ad and we will oblige (but no changes will be made to the overall design). Maintaining a consistent and identifiable design is advertising best practice.

#### 3. CAMERA-READY ADS

Email camera-ready ads to the PUBLISHER by the 15th of the month before the magazine issue — e.g., June 15 for the July issue. If you fail to email your ad to the PUBLISHER by the 15th of the month, you may be liable for an extra charge.

## 4. BILLING AND PAYMENT

Canton Today magazine will be mailed via the U.S. Postal Service at the beginning of each month. Each ADVERTISER's payment for that month's ad is due on the seventh day of the month - e.g.,

payment is due on July 7 for ads that appear in the magazine issue mailed at the beginning of July.

If you pay with a credit card or debit card, your statement will show the seventh day of the month as the transaction date and BWD PUBLISHING LLC as the vendor.

When you, the ADVERTISER, order an ad campaign of six (6) months, twelve (12) months or twenty-four (24) months, and you choose to pay by credit card or debit card, you agree to a recurring monthly automatic payment on your card for the duration of the campaign you choose.

We also accept payment by check or money order. Mail us your payment, postmarked by the seventh day of the month of the magazine edition in which your ad appears — i.e., for the July issue, make sure your payment is postmarked by July 7.

A late fee and/or finance charge will be added each month on overdue balances to the extent that is allowed by Connecticut state law and statute.

If an ADVERTISER agrees to an ad campaign of six months or longer, thus receiving a better ad rate, but breaks the agreement and stops payment before the time frame is done, this ADVERTISER will be liable for the retroactive cost of the actual duration of the ad campaign.

For example: For a one-quarter page ad, the six-month rate is \$400 per month. If an ADVERTISER breaks the six-month agreement after four months, the one-month rate of \$450 per month would take effect retroactively. So this ADVERTISER would be liable for an additional charge of \$200 — four months at \$50 per month (the additional cost of the one-month rate).

When an ADVERTISER breaks an ad agreement in this manner, the PUBLISHER is under no obligation to print the ADVERTISER's ad for the remainder of the campaign. For this ADVERTISER to advertise again in Canton Today, he or she must prepay for the more expensive one-month ad rate.

#### 5. AD NOTES

- As an ADVERTISER, you bear full legal responsibility for your ad, including all copyrights and usage rights regarding photos, images, logos, fonts, copy, content and all other ad elements. At the sole discretion of the PUBLISHER, an ad may not be printed due to taste or other reasons.
- Coupon codes or promo codes are acceptable, but not cutout coupons because they could inadvertently remove another ADVERTISER's ad (from the other side of the page).
- This agreement between the ADVERTISER and the PUBLISHER will be dated the day the ADVERTISER places an order.

## 6. AD SPECS

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1/8 Page — 3.65" wide x 2.4" high
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1/4 Page Standard — 3.65" wide x 4.9" high

1/4 Page Horizontal — 7.5" wide x 2.4" high

1/2 Page Standard — 7.5" wide x 4.9" high

1/2 Page Vertical — 3.65" wide x 10" high

Full Page — 7.5" wide x 10" high

Back Cover — 7.5" wide x 8.5" high

• Magazine size: 8.5" x 11" — one-half inch page margins: top, bottom and sides

#### 7. SUPER SPONSOR AGREEMENT

- Each Super Sponsor is entitled to contribute three content marketing articles per year on a schedule to be determined by the PUBLISHER. The term "Super Sponsor" refers to an ADVERTISER who pays the Super Sponsor ad rate, and the term "year" refers to the 12-month period that corresponds with the Super Sponsor's ad campaign.
- The deadline for content marketing articles is the first day of the month before the magazine issue in which the article will appear e.g., June 1 for the July issue. If the Super Sponsor fails to email the article to Canton Today magazine in time, the Super Sponsor forfeits that article.
- Every content marketing article will be at the top of a page. Article length: 300-400 words, depending on whether you include a photo/image 400 words with no photo/image, or 300-350 words with a photo/image. You provide all content and photos/images. The article and accompanying elements (i.e., headline, photo/image, etc.) will comprise no less than one-half page.
- After you provide the article, we will amend for style/grammar and polish as needed. Possible article topics: how your business began, what distinguishes your business from others, upcoming special offers, trends in your industry, etc. The PUBLISHER reserves the right to not print a content marketing article due to taste or other reasons.
- Super Sponsors are also included in a listing every month in Canton Today print magazine's Super Sponsor box. The listing will be comprised of these components: Super Sponsor's name, company, one email address, one phone number and the company website. The same info is posted in an online listing on the Canton Today website, and we will also link to the company website you provide.
- There is only one Super Sponsor per business specialty, on a first-come, first-served basis. What constitutes a business specialty is determined by the PUBLISHER with input from advertising sponsors. If the PUBLISHER receives more than one request to be a Super Sponsor in the same business specialty, the question of which request came first will be determined by whoever placed the Super Sponsor order first. Super Sponsor ads must be one-quarter page or larger.

### 8. FURTHER LEGAL PROVISIONS

**Indemnification** — You shall indemnify, defend and hold harmless the PUBLISHER and its directors, officers, employees, agents, subcontractors and customers from and against all claims, actions, suits, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any of your acts or omissions.

**Governing Law and Venue** — This agreement, including all matters of construction, validity and performance, will in all respects be governed by, and construed in accordance with, the laws of the State of Connecticut (without giving effect to principles relating to conflict of laws). For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this agreement, the parties submit to and consent to the exclusive jurisdiction of the State of Connecticut and agree that any such litigation shall be conducted only in the courts of Hartford County, Connecticut, or the federal courts for the United States for the District of Connecticut, and no other courts.

## **TERMS OF USE**

Welcome to the Canton Today magazine website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern the PUBLISHER's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term "PUBLISHER" or "us" or "we" refers to BWD PUBLISHING LLC, the owner of the website whose registered address is P.O. BOX 393, WEST SIMSBURY CT United States 06092. The term "you" or "your" refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

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