

AVENUE

INSERTION ORDER

Date: _____

New Revise Cancellation

Bill to: Advertiser Agency

ADVERTISER

Name: _____

Contact: _____

Title: _____

Street: _____

City: _____

Phone: _____

Fax: _____

Email: _____

ADVERTISING SCHEDULE

Frequency: 1x 3x 6x 9x 12x Other: _____

2010 Issues: Jan Feb Mar Apr May Jun Jul Aug Sep Conc Oct Nov Dec

2011 Issues: Jan Feb Mar Apr May Jun Jul Aug Sep Conc Oct Nov Dec

Space: _____ Space Cost (per page): \$ _____ (Gross/Net)

Positioning Request: _____ Concierge Cost (per page): \$ _____ (Gross/Net)

MANHATTAN MEDIA TERMS AND CONDITIONS OF SALE

- This Insertion Order constitutes an agreement between Avenue Media LLC (Avenue) and its advertiser, either directly or through its advertising agency hereinafter collectively referred to as "Advertiser," both of whom shall be considered jointly and severally liable for payment and compliance with all conditions of the agreement. As the advertising contracted for herein will be consolidated with other advertisements to facilitate production and publication, cancellation is not allowed.
- Advertisers shall supply advertising materials to Avenue pursuant to Avenue's current and prevailing mechanical specification requirements. If the required production materials are not supplied by Advertiser, then Advertiser will be charged for Avenue creating the necessary material(s).
- Advance payment for advertisements is required of all Advertisers until credit has been established. If credit has been established Advertiser agrees to pay Avenue at the "per insertion" rate set forth above within ten (10) days of the receipt of Avenue's invoice with tearsheet(s).
- Advertiser agrees to pay Avenue for service charges equal to 1 1/2% of the outstanding balance per month on all balances outstanding in excess of thirty (30) days.
- Avenue is responsible for errors up to the cost of the ad in advertising credit. Advertiser agrees that unless it makes written objection to the billing amount set forth in Avenue's invoices or if there is an error in the ad within thirty (30) days of invoice date, the amount due shall be deemed correct in all respects. Avenue does not assume liability for omissions, or in the event of an error, for any claim to exceed the cost to the advertiser of the actual space occupied by the advertisement or section thereof in which the error occurs.
- Advertiser represents and warrants that its advertisement will not contain any matter that is obscene or libelous, or violates the rights of any third party including any person's right of privacy or constitutes copyright infringement, or is otherwise contrary to law. Advertiser agrees to hold Avenue harmless from all liabilities, claims, losses or damages of every kind arising out of any advertisement submitted to Avenue, by or on behalf of the Advertiser. Advertiser agrees, at his or her own expense, to defend to final judgement any and all suits, actions, etc., and satisfy all orders, judgements, etc. against Avenue resulting from publication of any advertisement submitted to Avenue by or on behalf of the Advertiser.
- Multiple insertion advertisers are granted a discounted rate per insertion as quoted above. Should Advertiser not

- Manhattan Real Estate
- Suburban Real Estate
- Fashion
- Jewelry
- Hotel
- Travel
- Food & Wine
- Art & Antiques
- Finance
- Beauty
- Interior Design
- Private Aviation
- South Florida
- Other _____

AD AGENCY

Name: _____

Contact: _____

Title: _____

Street: _____

City: _____

Phone: _____

Fax: _____

Email: _____

- fulfill above advertising schedule or fail to pay bills as per agreement, it is agreed that the Advertiser shall pay for the number of insertions actually published at the current open rate (the one-time, non-discounted rate) per insertion. Any changes to schedule must be in writing and received by AVENUE 10 days prior to ad close date of contracted issue. Failure to give proper notice will result in liability for cost of space reserved.
- In the event the Advertiser breaches the terms of this agreement or if there is a default in payment necessitating the utilization of an attorney and/or a collection firm, the Advertiser agrees to pay all legal/collection fees - 35% surcharge in addition to the open rate charged per insertion, plus any applicable service charges.
- The undersigned is duly authorized to enter into this agreement and personally guarantees performance of this agreement.
- Avenue shall have the right to omit advertising, to limit the amount of advertising in any issue under this contract or order, to designate the proper classification of all advertising and the rate applicable thereto, to reject any advertising copy, to cancel any advertising contract or order at any time for reasons satisfactory to the management and to lighten or change type, borders and cuts without penalty to either party. Avenue does not guarantee placement of advertisement on any particular page or portion of the publication unless otherwise specified in the agreement.
- Neither Avenue, nor its printer(s) shall be responsible for delays in publication, delivery or distribution due to strikes, lockouts, embargoes, labor problems, fuel or power storages, fire, floods, accidents, civil disturbances, war, acts of god, or other causes beyond their reasonable control.
- No additional terms or conditions pertaining to this agreement will be recognized by Avenue except those endorsed herein in writing and authenticated by the signature of both parties.
- In the event of any dispute arising out of this agreement both parties hereby consent to the jurisdiction of the courts of the State of New York or by arbitration (upon the sole discretion of Avenue), before the American Arbitration Association of New York. Any award of the arbitrator shall be final and binding, and the parties hereby consent to the jurisdiction of the courts of the State of New York for the purpose of entry and enforcement of any judgment which may arise out of any decision of the American Arbitration Association regarding this matter.

Advertiser/Agency

Authorized Name: _____ Title: _____

Authorized Signature: _____

Manhattan Media Representative:
