



### **Conditions Of Contract**

Advertisements are accepted upon the representation that the advertiser and its agency have the right to publish the contents thereof.

All contents of advertisements are subject to publisher's approval. The publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation, or position commitment at any time. There is no guarantee of results for advertising accepted.

Positioning of advertisements is at the discretion of the publisher.

All insertion orders are accepted subject to the provisions of our current rate card. Rates are subject to change upon notice from the publisher. Should a change in rates be made, space reserved may be cancelled by the advertiser or its agency at the time the change becomes effective without incurring short-rate charges, provided the advertisements published to the date of cancellation are consistent with the appropriate frequency or volume rate. Cancellations of space reservations for any other reason in whole or in part by the advertiser will result in an adjustment of the rate (short-rate) based on past and subsequent insertions to reflect actual space used at the earned frequency or volume rate.

Conditions, other than rates, are subject to change by the publisher without notice.

If advertising materials are received past due date, the publisher is not responsible for position, reproduction of late materials. Proofs for pub-set ads cannot be supplied when materials are late.

Insertion instructions shall be supplied for every advertisement and shall clearly state the following information: name of advertiser, size of advertisement, identification of advertisement (proof of ad to be furnished if possible) plus any special instructions such as bleed, color, etc.

No conditions, printed or otherwise, appearing on the space order, billing instruction or copy instructions which conflict with the publisher's stated policies will be binding on the publisher.

A contract period, 2 years, starts from the date of the first insertion.

The forwarding of an order is construed as an acceptance of all the rates and conditions under which advertising is sold at the time.

### **Conditions Of Contract Continued**

The advertiser and advertising agency agree to indemnify, defend, and save harmless the publisher from any and all liability for content (including text, illustrations, representations, sketches, maps, trademarks, labels or other copyrighted matter) of advertisements printed, or the unauthorized use of any person's name or photograph arising from the publisher's reproduction and publishing of such advertisements pursuant to the advertiser's or agency's order. The publisher reserves the right to reject, discontinue or omit any advertising or any part thereof. This right shall not be deemed to have been waived by acceptance or actual use of any advertising matter.

As used in this section entitled "Contractual Regulations" the term "publisher" shall refer to eleMENTS by Beaute'.

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

The publisher assumes no liability if for any reason it becomes necessary to omit an advertisement.

The publisher is not liable for delays in delivery and/or non-delivery in the event of Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the publisher affecting production or delivery in any manner.

Failure to make the order correspond in price or otherwise with the rate schedule is regarded only as clerical error and publication is made and charged for upon the terms of the schedule in force without further notice.

The publisher reserves the right to limit the size of space to be occupied by an advertisement.

*by* **elements** *beaute'*

UNISEX SPA, SALON, BOUTIQUE,  
WINE BAR & WELLNESS CENTER

1035 Village Lane, CA 95926

1-877-345-3430

[www.elementsbybeaute.com](http://www.elementsbybeaute.com)

### **Condition Of Contract Continued**

Contracts may be discontinued by either party on 30 days' written notice.

When change of copy, covered by an uncanceled insertion order, is not received by closing date, copy run in previous issue will be inserted.

Advertisements offering prizes, or contests of any nature, are not accepted.

No conditions other than those set forth here shall be binding on the publisher unless specifically agreed to in writing by the publisher. The publisher will not be bound by conditions printed or appearing on order blanks or copy instructions which conflict with provisions stated here.