



## Advertising Contract

Per the attached Insertion Order, \_\_\_\_\_  
(name of company, hereinafter referred to as Advertiser) and Green Lodging News (hereinafter referred to as Publisher) in consideration of the promises made herein and intending to be legally bound, agree as follows:

The Advertiser agrees to utilize and the Publisher agrees to provide ad space in the GLN [ ] newsletter, Supplier Spotlight [ ], and/or website [ ], subject to the terms and conditions of this Agreement and as described in the attached Insertion Order. The total rate for the advertisements (also known as the Program Total rate) is \$\_\_\_\_\_.

**To protect ad spot(s), full payment for advertisement(s) must be received within two weeks of date below.** Make payment (check) to: Green Lodging News.

This agreement must be signed and returned to Glenn Hasek, publisher and editor of Green Lodging News, via fax: 440-973-4141, by e-mail, or U.S. mail.

[A signed copy of this agreement will be returned to you.](#)

\_\_\_\_\_  
Accepted for Green Lodging News:                      Date

\_\_\_\_\_  
Accepted for Advertiser/Client:\*                      Date

**\*Ten percent commission given to agencies upon payment receipt.  
Credit cards and checks accepted.**

### **Mail check to:**

Green Lodging News  
20513 Brookstone Trail  
Middleburg Heights, OH 44130

### **Got questions?**

Contact Glenn Hasek, Publisher and Editor  
Phone: (440) 243-2055; Cell: (216) 702-0334  
E-mail: [sales@greenlodgingnews.com](mailto:sales@greenlodgingnews.com)

**Thank you  
for advertising in  
Green Lodging News!**

**See Contract Terms and Conditions on following pages.**



## Contract Terms and Conditions

### **Payments:**

Payment must be received by Publisher within two weeks after the date noted by Advertiser/Client on the first page of the contract. The Advertiser agrees and acknowledges that Advertiser remains liable under this contract and that payment by the Advertiser through an advertising agent/agency or third party does not constitute proper payment as per the terms of this agreement until said payment is actually received and accepted by Publisher.

### **Commission:**

The cost includes an amount which can be used to pay a commission of 10 percent to an advertising agency, which at the option of the Advertiser and upon written request, the Publisher shall pay directly to any designated agency.

### **Taxes, Credit Card Payments:**

Any and all taxes shall be billed to the Advertiser and the Advertiser is solely and fully liable for the payment of any tax. Publisher reserves right to limit amount chargeable by credit card.

### **Ad Insertion:**

The Advertiser shall submit all advertising copy to the Publisher at least seven days prior to each date it is to be inserted in the Publication.

Alterations to ads must be made in writing, and must be received by the Publisher before the submission deadline. Publisher reserves right to adjust ad sizes to coordinate with final newsletter & website design. Advertisers are strongly encouraged to update ads every two to three months.

### **Failure to Submit on Time, Alterations or Cancellations:**

If Advertiser does not submit advertising copy in time for the beginning date appearing on the Insertion Order, Advertiser will forfeit each day missed. The Publisher shall also have the option of inserting any copy previously used by the Advertiser or of declining to publish any advertisement for the Advertiser. Cancellations can only be accepted in writing, and must be received by the Publisher before the submission deadline. If a cancellation is received prior to the first insertion, the Advertiser is responsible for 50 percent of the first ad's price and 25 percent of the price of all subsequent ads that are part of the contract.

If a cancellation is received after the first insertion, the Advertiser is responsible for 100% of the charge for all prior insertions at the full rate for that number of insertions irrespective of how many insertions had originally been ordered by the Advertiser and is further responsible for 25% of the ad price for the remaining insertions if said insertions are not placed.

Upon cancellation, an ad program will not be repeatable at a future time unless a new contract is signed.

### **Liability, Indemnification, Errors and Omissions:**

All advertisements are accepted and published by the Publisher upon the presentation that the Advertiser and/or agency are authorized to publish the entire contents and subject matter therein.

Advertisers and their agency or agencies assume all liability for all content, including text,



**green lodging news™**  
the lodging industry's leading environmental news source

## **Contract Terms and Conditions**

representation, graphics and illustrations of advertisements.

In consideration of the Publisher's acceptance of such advertisements, the agency and/or Advertiser jointly and severally agree to indemnify and hold the publisher harmless from and against any loss or expense resulting from claims or suits from defamation, libel, violation of privacy, plagiarism, copyright and any and all other claims which may arise from materials provided by Advertiser and/or Advertiser's agent.

The Advertiser's exclusive remedy in the event the advertisement contains any errors shall be the correction of the error, without charge to the Advertiser, in the next issue of the newsletter. If there is an error in an advertisement appearing on the website, the remedy shall be the correction of the error, without charge to the Advertiser within 48 hours of notice from the Advertiser of the error.

The Publisher's liability under this contract shall be limited to the cost of the ad and under no circumstances will the Publisher be liable for any consequential, incidental, indirect, or special damages arising out of Green Lodging News' performance under this contract.

### **Publisher's Rights:**

Green Lodging News reserves the right in its sole discretion to reject paid advertising that it finds to be unprofessional, illegal, offensive, unethical and/or inappropriate for any reason. Advertiser also reserves the right to limit the length of any contract and the run of any individual ad in order to keep the website as "fresh" as possible.

Advertising that resembles editorial may be marked "Advertisement" by the Publisher at Publisher's sole discretion and without notice to Advertiser.

Advertising rates are subject to change at any time and are updated at least annually. The Publisher reserves the right to sell a maximum of two ads, in Website rotation, per ad spot.

In the case of multiple-ad contracts, the rates will remain as published at the time the signed contract was received by the Publisher.

### **Force Majeure & Excuse for Failure to Insert:**

The Publisher shall not be responsible or liable for any damages to the Advertiser by reason of a failure to insert any advertisement provided for herein because of any labor dispute, strike, war, riot, insurrection, civil commotion, fire, flood, accident, storm, or any act of God, or any other cause beyond the control of the Publisher. In such event, the Advertiser shall have the option of having such advertisement inserted in a future issue of the Publication upon the terms and conditions contained herein or of having no charge made by the Publisher for such advertisement not inserted.

### **Guarantee of Circulation:**

Publisher will provide website visitor activity detail, tracked by a third party outside of the Green Lodging News website, upon request. Newsletter circulation, tracked by a third party outside of the Green Lodging News website but linked through the Green Lodging News website and newsletter, changes on a daily basis because of opt-ins, opt-outs, address changes, etc. The circulation number will be provided upon request.



## **Contract Terms and Conditions**

### **Late Advertisement Submission:**

If an advertiser neglects to submit advertising copy within a year of purchasing an ad(s), the advertiser agrees to forfeit the funds invested in the ad(s) to Green Lodging News.

### **Governing Law:**

This agreement shall be governed by the laws of the State of Ohio.

### **Section Titles:**

The headings herein are inserted as a matter of convenience only and do not define, limit or describe the scope of the agreement or the intent of the provisions hereof.

### **Binding Provisions:**

This Agreement is binding upon, and inures to the benefit of, all parties and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

### **Jurisdiction and Venue:**

Any suit involving any dispute or matter arising under this agreement may only be brought in the courts of the State of Ohio, Cuyahoga County, or such other county where Green Lodging News may relocate its principal place of business. All parties hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

### **Terms:**

Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person may in the context require.

### **Severability of Provisions:**

Each provision of this agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of the agreement, which are valid.

### **Notice:**

Any and all notices to Publisher shall be sent to:

Publisher  
Green Lodging News  
20513 Brookstone Trail  
Middleburg Heights, OH 44130

Any and all notices to Advertiser shall be sent to the last known address for Advertiser unless Advertiser has an agent or advertising agency. In the event that Advertiser has an advertising agency or agent, notices sent to the advertising agency or agent shall constitute notice to the Advertiser.