

668 Elsmere Park
Lexington, KY 40508

Nougat

Advertising Contract

Contract number _____

A contract for advertising services by and between Nougat Reader LLC and:

Business Name _____ Contact _____

Phone _____ Fax _____ Email _____

Address _____ City _____ State _____ ZIP _____

DATE 2006 q 2007 q EIN or SS # _____

CONTRACT DURATION 1X 4X 8X 12X

Jan Feb Mar April May June July Aug Sept Oct Nov Dec
AD SIZE

Back Cover (10" w X 12.5" T, Full Color) 1/4 Page Square (4.875" W X 6.125" T)
Horizontal (10" W X 3" T)
Full Page (10" w X 12.5" T) Vertical (2.375" W X 12.5" T)

Half Page Horizontal (10" W X 6.125" T) 1/8 Page Horizontal (4.875" W X 3" T)
Vertical (4.875" W X 12.5" T) Vertical (2.375" W X 6.125" T)

3/8 Page (4.875" W X 9.25" T)
1/16 Page (2.375" W X 3" T)

3/4 Page Horizontal (10" W X 9.25" T)
Vertical (7.375" W X 12.5" T) COLOR BLACK AND WHITE
Design for a 1/16 ad is \$50
1/8 - 1/4 \$75
1/2 - 3/8 - 3/4 - Full \$100

Space Insertion Fee (per insertion) _____ Color Fee _____

Design Fee (min. \$50) _____ Scan Fee (\$20.00/each) _____ Photo Fee
(\$20.00/each) _____

Instructions _____

Signature _____ Please Print _____ Title _____

Your signature on this contract binds this commitment, and signifies that you have the authority to enter into this contract, have reviewed, agree with and initialed Nougat Magazine's policies on the back of this contract.

Nougat Representative _____ Date _____

Credit Card Type Visa Master Card American Express
Please Pay With Credit Card ONLINE www.nougatmagazine.com

Trade References:

1 _____ Contact info: _____
2 _____ Contact info: _____
3 _____ Contact info: _____

If you are a new business, or cannot supply three trade references (other publications you have advertised in) you must prepay or pay on-line with a credit card.

*I have read and agree to abide
by the policies of Nougat Magazine*

Initial _____

Nougat Policies

Payment Terms

As the sale of advertising is Nougat's sole source of revenue, we require pre-payment or payment upon invoice receipt. All political or transient advertisers must pay in advance, without exception. Advertisers with past due balances may lose their credit privileges and may be refused future insertions. Delinquent payment may result in the loss of frequency rate and the payment of a short rate. A finance charge of 2% per month (24% per year) is added to past due accounts. Advertisers agree to be responsible for paying the cost of collection.

Advertisers must sign a contract prior to their first insertion. Advertisers who terminate their contracts early will be subject to extra assessments; likewise, advertisers who extend their contracts may be eligible for credit rebates.

Mechanical Information

Nougat is an eight-column tabloid publication printed on newsprint. Ads may be submitted on disk or submitted electronically by emailing them to miki@nougatmagazine.com. The use of overprints, reverses and extremely fine type is discouraged, as the results of their use cannot be guaranteed. Ads smaller than a full page must be bordered to their exact dimensions with a minimum .5 rule top and bottom to full width. Nougat reserves the right to border any ad it deems necessary and to fit any odd sized ad to its standard sizes.

Ad Design

Ad layout is considered an integral element of a publication's appearance. Nougat provides typesetting and professional layout assistance as part of its service. Ads requiring extensive production work

(including but not limited to scanning, photographing and adjusting furnished images) are subject to additional charges. Subject matter, form, size, quality, illustrations, photography and typesetting are subject to the approval of the publisher(s).

Ad Placement

To create convenience and promote effective advertising, every effort is made to place ads by nature of content. Requests for position can be made but are never guaranteed. No adjustments will be given if and when a request is not fulfilled. Guaranteed placement is available for a charge of 15% of the ad total. Contact your account executive for details.

Ad Agencies

Nougat extends a 15% discount to all recognized agencies that provide digitally complete artwork. This discount may be suspended if an account is past due in excess of 60 days. Insertion orders should accompany all agency generated advertisements. Cancellations must be made at least one week prior to deadline. Ads may be emailed to miki@nougatmagazine.com – jpg or pdf.

Ad Cancellation Policy

Insertion orders are considered binding contracts. Upon receipt of an order, a space will be reserved in the designated issue(s) for the purchased ad. Cancellations will be accepted on any order until one week before deadline. Cancellations made after this time will not be accepted or honored. The agency/advertiser will be held responsible and billed for the space which remains reserved one week prior to the posted deadline.

Conditions

Advertisers/agencies are liable for all content (including text, representation and illustrations) of advertisements and are responsible, without limitation, for any and all claims made thereof against Nougat, its officers or employees. The publisher reserves the right to revise, reject or omit without notice any advertisement at any time. Publisher accepts no liability for Nougat's failure, for any cause, to insert an advertisement. If a mistake in advertising occurs (including, but not limited to, omission, copy error or size error) and is the fault of the publisher, advertiser remedies will be limited to insertion of a "make-good" advertising space in next available issue. No allowance, however, will be granted for an error that does not materially affect the value of the advertisement. To qualify for an adjustment, any error must be reported within one week of publication date. Credit for errors is limited to the first insertion. Publisher shall not assume further financial responsibility for errors, and the advertiser expressly agrees that a contract or insertion order shall not be invalidated by mistakes. Drawings, artwork, electronic media and articles for reproduction are accepted only at the advertiser's risk and should be clearly marked to facilitate their return. The publisher reserves the right to revise advertising rates at any time. Announcements of an increase shall be made four weeks in advance to contract advertisers. No verbal agreement altering the rates and/or the terms of the rate card shall be recognized.