

# 2023-2023 Advertising Agreement/Insertion Order resources for aging successfully in Maine

Advertiser					
Company: Address: Phone: Fax:			City/State/Zip:		
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Payment type:	credit card	check			
Name on card:  Card number:  Code on back:					
Billing zip code:					
Advertiser Signature: _			MSG:		
Date			Date:		

By signing this contract, you agree to adhere to the Maine Senior Guide placement policy, which serves as an addendum to this contract.

Sign, scan, mail or email to:

Maine Senior Guide Advertising Sales

PO Box 48

Freeport, Maine 04032-0048

DMcLean@MaineSeniorGuide.com

# Maine Senior Guide Placement Policy Guidelines Terms & Conditions

#### I. Introduction

The following guidelines apply to advertisers and advertising agencies interested in placement on the Maine Senior Guide site for 12 months.

#### 2. Acceptance of placements and conditions

Maine Senior Guide, LLC in its sole discretion, reserves the right to accept or decline any proposed materials. Maine Senior Guide LLC reserves the right to reject, in its sole and unfettered discretion, any information that Maine Senior Guide LLC deems inappropriate to its policies and standards (including those which may be construed as confusing and/or competing with current Maine Senior Guide LLC trademarks, products or services); is untrue, unethical, or intended to deceive; is offensive to one or more segments of the membership; or is likely to discredit Maine Senior Guide LLC.

## 3. Intellectual property

In consideration for Maine Senior Guide LLC agreeing to include subject placement, the contract signee agrees that s/he is fully authorized and licensed to use all intellectual property contained in the client information, and that the use of the name of any individual or entity in a testimonial or other matter is authorized, not libelous, and does not constitute an invasion of privacy. Clients agree to defend, indemnify and hold Maine Senior Guide LLC harmless from and against any loss, expense or liability resulting from claims or suits for libel, slander, violation of rights or privacy or publicity, plagiarism, copyright or trademark infringement, and any other claims or suits that may arise out of the publication of such advertisements.

#### 4. Written contracts

Written contracts are required for placement. A Maine Senior Guide LLC placement contract must be completed and signed before information is added. The signed contract will serve as a blanket insertion order for the entire duration of the 12 month contract. Maine Senior Guide LLC will publish information within 10 days of payment.

### 5. Liability

Maine Senior Guide LLCs liability to the client shall not exceed the amount paid to Maine Senior Guide LLC for the applicable contract. Maine Senior Guide LLC shall not be liable for incomplete performance or non-performance in the event of Acts 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 slow-down, or any other condition beyond the control of Maine Senior Guide LLC affecting production or delivery in any manner. Publishing or acceptance of placement agreements is neither a guarantee nor an endorsement of the client's product or service.

# 6. Errors in key numbers or omission of ads

Maine Senior Guide LLC is not responsible for errors in key numbers and assumes no liability if, for any reason, a placement is omitted. Corrections will be made as soon as errors are brought to our attention.

### 7. Testimonials/endorsements used in ads

The names of Maine Senior Guide LLC members and the use of testimonials/endorsements will be permitted with signed permission.

#### 8. Rates and billing

Current rate card prevails. Placement contracts and insertion orders are accepted subject to the terms and provisions of our current Placement Rate Card. Rates, conditions, and placements are subject to change without notice.

#### 9. Payment of Invoice and Delinquent Accounts

Payments are due within thirty (30) days of the invoice date. Late payments may be assessed at 1.5% per month or the highest rate permitted by law.

#### 10. Joint Liability for Placement Payments

The client and its affiliates or authorized placement agents shall be jointly and severally liable for payment owed to Maine Senior Guide LLC. A collection agency will be used to secure unpaid accounts.

Advertiser Signature:	Date:
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