



Southern Biker Magazine

PO Box 644

Madisonville, TN 37354

865-247-8118

Fax 606-220-1412

Info@southernbiker.us

www.SouthernBikerMagazine.com

Advertising Agreement

Business to be advertised: _____

Business Physical Address: _____

City: _____ State: _____ Zip: _____

Business Mailing Address: _____

City: _____ State: _____ Zip: _____

Residential Mailing Address: _____

City: _____ State: _____ Zip: _____

Cell Phone Number: _____ E-mail: _____

Length of Advertising Contract: _____ (Months)

Beginning Issue: _____ Ending Issue: _____

Please check months to run and ad size below:

Month	_Jan	_Feb	_Mar	_Apr	_May	_Jun	_Jul	_Aug	_Sep	_Oct	_Nov	_Dec
Size												
Price												

Total Contractual Agreement: _____

This advertising agreement constitutes a binding and enforceable contract between Southern Biker Magazine (hereinafter “the Publisher”) and the Business Advertiser and the Personal Guarantor (hereinafter collectively described as “Advertiser”). Both parties hereby agree that this Contract shall govern all advertising between the parties and is made subject to the conditions hereof and cancels and supersedes all previous contracts or agreements. This Contract embodies the entire agreement between the parties and it may not be modified or terminated except as provided herein. If any provision of this agreement is rendered invalid, it shall not affect the enforceability of all other provisions of the Contract herein.

In no event shall the Publisher be liable to Advertiser for any incidental, consequential, indirect or special damages of any nature whatsoever, including without limitation, loss of business profits arising out of the publication of any ad for Advertiser, delays or failures of publication, or damages to any document or any other property of Advertiser, whether in contract or in tort, under any warranty theory, contract theory, or otherwise. Further, in no event shall Publisher be liable to Advertiser for any damages, direct or otherwise, in excess of the total amount paid by the Advertiser to the Publisher during the term of publication of advertisements hereunder.

If prepared by the Publisher, all ads, as well as all logos, photograph, art work, including the conceptual design of the ad, is the sole and exclusive property of the Publisher and shall not be published in any other publication without the express, written, prior consent of the Publisher to the Advertiser. In the event that the Advertiser provides the Publisher with its own ad proof which is ready for publication, the same must be submitted by the 13th of the month in order to be run in the Publisher’s magazine for the following



Southern Biker Magazine

PO Box 644

Madisonville, TN 37354

865-247-8118

Fax 606-220-1412

Info@southernbiker.us

www.SouthernBikerMagazine.com

month. Accordingly, the ad must be approved by the 15th of said month by the Publisher. The ad is subject to the exclusive decision of the Publisher to approve and run the ad. The ad presented to the Advertiser will be considered error free, and if approved, will be

published exactly as provided to the Publisher, unless the Publisher specifically requires changes. Publisher reserves the right to refuse any ad proof as well as any logo, photograph, artwork, or other provision of the ad proof for any reason whatsoever. If an ad proof is not approved by the Publisher by the 15th of the month, then the Publisher will either generate an ad which is acceptable to the Publisher, or will run the Advertiser's previous month's advertisement, subject to the provisions contained herein.

Payment is due by the 5th of the month for the month in which the ad is published. Failure to pay for the ad will not alleviate the Advertiser from the contractual terms contained herein, and will not relieve the Advertiser's ad from being published in future copies of the magazine pursuant to the terms of this agreement. In the event that the Advertiser fails to pay any portion of the contract as set forth herein, it will be up to the Publisher's sole discretion as to whether or not to cease publication of future ads for the Advertiser or in the alternative to continue publishing ads for the Advertiser pursuant to the terms of this agreement, with each ad being billed as set forth in this contract. Unpaid balances shall accrue interest at the rate of 21% per annum.

Should the Advertiser not timely pay for advertising as provided for in this Contract, then the Publisher may terminate this agreement, with said advertising arrearage amounts due within 30 days of the Contract's termination. Should the balance not be cured, then the Publisher may, at the Publisher's sole and exclusive discretion, seek any remedy available to the Publisher at law or in equity for the payment of said fees. Advertiser affirmatively acknowledges that both the Business Advertiser and the Personal Guarantor shall be jointly and severally liable for all payment of the Contract as set forth herein as well as all collection costs, including court costs and reasonable attorney fees, which the Publisher incurs in the attempts to collect the funds due to the Publisher.

This agreement shall be construed and constructed under the laws of the State of Tennessee. The parties agree that any litigation concerning the terms of this Contract or the performance of any part of this agreement, must be filed in a court of competent jurisdiction in Knox County, Tennessee.

The contractual terms herein, as well as the length of the Contract, shall renew itself upon its expiration for the same terms of months, under the then existing advertising rates, unless within 30 days from the Contract's termination either party sends to the other written notice of their intent not to renew this contract. Said notice shall be by certified mail, return receipt requested, to the party's business address.

Business Representative Signature: _____

Printed Name: _____ Date: _____

Southern Biker Magazine representative: _____

Printed Name: _____ Date: _____