



## ***Advertising Terms and Conditions***

**Please read the following terms and conditions before advertising with The Online Business Guidebook. Submitting an application to advertise with The Online Business Guidebook signifies that you understand and accept these terms and conditions. If you do not accept these terms and conditions, please do not submit an application to advertise with The Online Business Guidebook.**

**Introduction.** This agreement (“**Agreement**”) between You and The Online Business Guidebook (“**The Online Business Guidebook**”) consists of the Advertising Terms and Conditions (“**Terms and Conditions**”) set forth in the following paragraphs. Any advertisers or agents working on their behalf that submit an application to advertise with the Business Guidebook will be bound by the terms of this Agreement.

**1. Program Participation.** You, the advertiser, agree to advertise in THE ONLINE BUSINESS GUIDEBOOK, to be published according to the Publication Deadlines below. To be able to advertise in an issue, you must apply before the reservations date for that issue, which can be found in the Publication Deadlines. Rates are subject to change by THE ONLINE BUSINESS GUIDEBOOK.

**2. Operation of Ads.** The advertiser agrees that the publishers have the right to reject advertising if the content of the advertisement is inappropriate, if the advertiser does not meet publication deadlines, or for any other reason at our sole discretion. THE ONLINE BUSINESS GUIDEBOOK reserves the right to defer the advertisement to a future issue if the deadlines are not met or at the discretion of our editor-in-chief. The advertising space will be sold on a “first-come first-serve” basis. ONLINE BUSINESS GUIDEBOOK reserves the right to delay the publication of the planned issue, or terminate the publication entirely at any time and as recourse will, at its sole discretion, either credit the advertisement to be placed in a future issue, or refund the portion of the advertisers payment that remains after a 25% processing fee has been applied.

**3. Parties’ Responsibilities.** You are responsible for ensuring the advertisement gets to THE ONLINE BUSINESS GUIDEBOOK in due time. Any advertisements received after the final advertisement deadline in the Publication Deadlines below may not be considered for the upcoming issue, and in such case the ONLINE BUSINESS GUIDEBOOK reserves the right to, at its sole discretion, either credit the advertisement to be placed in a future issue, or refund the portion of the advertisers payment that remains after a 25% processing fee has been applied. The advertiser releases ONLINE BUSINESS GUIDEBOOK from any and all consequential damages incurred by the Advertiser due to a failure to publish the advertising in terms with this Contract or for any other reason. In any event, our liability is limited to 25% of the advertising fee paid by the advertiser.

**4. Payment.** To ensure that the issue gets published on time, payment for the advertisement will be required within 7 working days of the date of reservation of the advertisement by the advertiser. Advertising reservations may be cancelled only within 3 working days of the date of reservation. Cancellations within 3 working days are subject to a 25% processing fee. Payment for advertisements is non-refundable. In the event of nonpayment of any bills due by the advertiser, THE ONLINE BUSINESS GUIDEBOOK reserves the right to reject any future advertisement placed by that advertiser. The existing contract will be terminated and the advertiser will pay the full single issue rate for the applicable advertising service shown in the Rate Card at the time of the advertising reservation. Advertising orders that do not conform to the rates or terms and conditions on the current rate card will be considered clerical errors. The advertisement that is with these orders will be published and the advertiser will be charged at the applicable rate. Late or improperly formatted ads will be charged a 10% late fee or the advertisement will be pulled without refund at the sole discretion of THE ONLINE BUSINESS GUIDEBOOK.

**5. File formats.** Advertisement files should be received in the file format designated by the ONLINE BUSINESS GUIDEBOOK, using a medium (e.g email, CD) designated by the ONLINE BUSINESS GUIDEBOOK. File formats not received in the designated format may delay the advertisement. ONLINE BUSINESS GUIDEBOOK is not responsible to make changes to the file format; it solely lies on the advertiser to provide a corrected copy by the Advertising Material Due date listed below. If the advertisement files or corrected advertisement files are not received in the designated format by the designated date, the ONLINE BUSINESS GUIDEBOOK reserves the right to move the advertisement to a future issue date.

**6. Choice Forum.** All claims between the parties arising from, or related to, this contract shall be litigated solely in the state courts of Montgomery County, Virginia or the federal district court in Roanoke, Virginia.

**7. Governing Law.** This Contract shall be governed by the laws of the Commonwealth Of Virginia

## ***Publication Deadlines***

	<u>2009 Issue</u>	<u>2010 Issue</u>	<u>2011 Issue</u>
Reservation Date	April 14 <sup>th</sup> , 2009	April 9 <sup>th</sup> , 2010	April 8 <sup>th</sup> , 2011
Advertising Material Due	April 17 <sup>th</sup> , 2009	April 16 <sup>th</sup> , 2010	April 15 <sup>th</sup> , 2011
Book to Printers	April 23 <sup>rd</sup> , 2009	April 27 <sup>th</sup> , 2010	April 26 <sup>th</sup> , 2011
Book Distribution	Early Fall 2009	Early Fall 2010	Early Fall 2011

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