

## Terms and Conditions

### Agency Commissions

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15% of gross billings is allowed to recognized agencies on space, color and position provided the insertion is paid within 60 days. If an invoice remains unpaid after 60 days, the 15% agency discount is forfeited and the gross amount becomes immediately due and payable.

### Payment Terms

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Payment for all space, production and position charges is due 30 days from the date of publisher's invoice. A finance & Conditions charge of 1.5% per month will be assessed for all invoices over 30 days. Advertisers more than 60 days in arrears in any Restore Media, LLC, publication must pay outstanding invoices more than 60 days late or submit cash with copy before current insertions can be accepted. All applications for credit must be submitted 45 days in advance of first insertion. Credit terms strictly enforced.

### Short Rate & Rebates

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Advertisers will be short-rated if, within a 12-month period from the date of the first insertion, they do not use the amount of space upon which their billings have been based. Short rates will be based upon frequency earned against published rates. Rebates will be earned, and applied to billings, when, in a 12-month period following the first insertion, the advertiser runs sufficient space to qualify for the lower rate.

### Publisher's Indemnification

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In consideration of publication of an advertisement, the advertiser and the agency, jointly and severally, indemnify and hold harmless Restore Media, LLC, its officers, agents and employees against all expenses, including attorney's fees, damages and losses resulting from the publication of the advertisement, including, but not limited to, claims or suits for libel, violation of the right of privacy, copyright or patent infringement, and use of the product or services advertised, either proper or improper. All advertisements are accepted and published on the representation of the agency and advertiser that both are authorized to publish the entire contents of the material provided to Restore Media, LLC, in the manner selected by the advertiser be it print or electronic media. Restore Media, LLC, reserves the right to refuse publication of an advertisement in its sole discretion, without liability to the advertiser or the agency.

All advertisements placed in Restore Media, LLC, publications must be accompanied by a valid agency

insertion order specifying gross advertising rate, size, coloration, position and information sufficient for proper identification of the advertisement by Restore Media, LLC, production personnel. Contracts for multiple frequency discounts must be in place prior to the first insertion.

Publisher will not be bound by any terms and conditions printed on advertising agency insertion orders or copy instructions when those terms and conditions conflict with the rate card. These terms and conditions can only be waived in writing by authorized Restore Media, LLC, officers. Reader service numbers will be assigned to each advertisement unless otherwise requested in writing by advertiser or agency on the insertion order. Publisher has no liability for errors in reader service numbers.

While publisher and printer will make every effort to correct inaccurate film or artwork, Restore Media, LLC, is not liable for advertising printed from faulty materials provided by the agency or the advertiser. Such advertisements will be billed as run. Publisher is not liable for delays in delivery and/or non-delivery of its publication in the event of any conditions beyond the control of the publisher which may affect production or shipping of its publications. In other circumstances, in no event will publisher be liable for more or other than a return of an amount paid with respect to an advertisement.

### Frequency Discounts

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Space billed at quoted rate earn maximum frequency discount on all display units. Number of display units, as well as frequency of insertions, determines rates. (For example, a spread counts as two units and six half-page units in one issue earn 6x rate, etc.) Advertising in Traditional Building counts toward frequency discounts in Period Homes and vice versa.

### Cancellations

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Any contract or insertion order (except for covers, preferred and special positions) may be suspended or cancelled on 30 days' prior written notice by agency or advertiser. Rate adjustments, if any, will be made upon confirmation of the change in frequency. No cancellations of written or verbal contracts or insertion orders are possible after the published closing date in the rate card. In the event a cancellation is received after the published closing dates, and no materials have been submitted, a net cancellation fee of \$2,000 will be due and payable.



Restore Media, LLC, is publisher of *Clem Labine's Traditional Building* and *Clem Labine's Period Homes* and Tradweb. Producer of the Traditional Building Exhibition and Conference.

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