

Client Company: \_\_\_\_\_

Client Phone: \_\_\_\_\_

Client Name: \_\_\_\_\_

Client Email: \_\_\_\_\_

Client Title: \_\_\_\_\_

Client Website: \_\_\_\_\_

Please complete and return to your account executive or email along with artwork (if applicable) to: [admin@smokeshopshowcase.com](mailto:admin@smokeshopshowcase.com) - we will contact you for payment details or email an invoice.

**Please select your advertising options below:**

**Pop Up Ad (Homepage and Interior)**

30 Day Rotation

1 Year Rotation

Business 1    Business 2    Business 3

450x450 - less than 250k in size

Display should link to: (check all that apply):

Click to Call    Click to Email Us

Click for Directions    Visit Website    Other: \_\_\_\_\_

Advertiser to supply graphics    We need SSS to design for us

**Homepage above the fold Display Ad**

30 Day Rotation

1 Year Rotation

Business 1    Business 2    Business 3

450x450 - less than 250k in size

Display should link to: (check all that apply):

Click to Call    Click to Email Us

Click for Directions    Visit Website    Other: \_\_\_\_\_

Advertiser to supply graphics    We need SSS to design for us

**Homepage Banner Ads - Top-Center-Bottom Rotation**

30 Day Rotation

1 Year Rotation

Business 1    Business 2    Business 3

1110x110 - less than 250k in size

Display should link to: (check all that apply):

Click to Call    Click to Email Us

Click for Directions    Visit Website    Other: \_\_\_\_\_

Advertiser to supply graphics    We need SSS to design for us

**Client Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SSS Ad Director Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The advertiser named above agrees to advertise with a subsidiary of Oaks Media LLC d/b/a Smoke Shop Showcase ("SSS"), and for the period indicated above. Subject to the terms appearing in the Online Advertising Rate Card and this agreement, SSS agrees to charge the advertising rates listed above. By signing this agreement I represent that I have authorization to commit the advertiser, and I have read, understood, and agreed to all the terms and conditions listed above and below this contract.

## General Policies

1. Rates will not be adjusted during the duration of your ad agreement
2. All advertising submitted for publication is subject to and governed by the rates and discounts contained in the prevailing agreement and the conditions, standards, terms, and policies contained in the standard SSS ad rates.
3. No conditions, printed or otherwise, appearing on contracts, orders, or copy instructions that conflict with the provision of the ad rates, will be binding on SSS.
4. All advertising ordered is subject to all federal, state, and local laws and may be edited or rejected at the discretion of SSS, at any time without notice or reason.
5. In the case of limited inventory online ad space, the advertiser is only guaranteed the space for the exact time specified in this contract.
6. SSS does not discriminate in advertising contracts on the basis of race or ethnicity, and will not accept any advertising which is intended to discriminate on the basis of race or ethnicity. Advertiser represents and warrants that it is not purchasing advertising from SSS that is intended to discriminate on the basis of race or ethnicity.

## Contract, Credit, and Payment Terms

1. In order to earn contract discounts, the advertiser must sign a contract in advance. All billing must be paid current prior to receiving a contract rate and remain within these terms. Contracts may be accepted or rejected at the discretion of SSS. At contract expiration there will be a review to determine if the terms of the agreement were fulfilled. Contracts not fulfilled will subject the advertiser to the full rate without a discount.
2. Advertising contracts are executed between the advertiser and SSS with the express agreement that the advertiser shall run their online advertising for the term specified in this contract and, if not, the cost of all from the effective date of contract shall revert to the appropriate rate for which the advertiser did qualify according to SSS's Online Advertising rate card.
3. Advertising contracts in no way bind SSS to specific rates. In the event of a rate revision, the advertiser may, at their option, cancel any contract in effect without penalty upon written notice to SSS prior to the effective date of the scheduled rate revision.
4. Online Advertising is billed at the beginning or start date of each 30 day cycle based on the contract start date. Cancellation of ads after the start date must be done in writing. Ads canceled after the start date of a 30 day cycle will be charged for the entire cycle. One Day ads will be billed on actual insertion date.
5. Advertiser and agency shall be jointly and severally liable for such monies as are due and payable to SSS for advertising ordered by the agency.
6. Invoices for advertising are due and payable upon receipt. Bills are considered overdue 30 days from the date of billing.

## Terms & Conditions

1. All advertisements are accepted and published entirely on the representation that the agency and advertiser are authorized to publish the entire contents and subject matter thereof, and it is neither unlawful nor violates the rights of any person. In consideration of the publication of advertisements, the advertiser and agency will indemnify and save SSS harmless from and against any loss or expense arising out of the publication of such advertisements, including without limitation those resulting from claims or suits for libel, violation of right of privacy, plagiarism or copyright infringement.
2. SSS will not be liable for any errors or omissions unless caused by SSS and in the event of such errors by SSS, SSS shall make good for the portion of the ad which was in error or omitted. Advertisers are responsible for proofing all advertising to check for corrections. In the event of errors or omissions as a result of advertiser's failure to adequately check for errors or omissions, SSS will assume no liability for errors or omissions in such advertisement. In the case of errors, advertisers must notify the rep within seven days of publication. In no event shall SSS be liable for indirect, incidental or consequential damages.

## Additional Terms & Conditions

By signing this agreement, the advertiser:

1. Is acknowledging that they agree to the SSS Marketing Advertising Services Terms & Conditions ("Advertising Terms"), which may be accessed at <https://smokeshopshowcase.com/terms-of-use/>
2. Is agreeing to the payment terms and agrees to pay fees prior to scheduled go live.
3. Acknowledges and agrees that the advertiser may not cancel or terminate the agreement contemplated by this insertion order, except as set forth in the Advertising Terms.