

advertising

RATE BASE: 300,000

4-COLOR OPEN RATE

Full Page	\$42,260
2/3 Page	\$33,815
1/2 Page	\$27,475
1/3 Page	\$19,025

B & W

Full Page	\$36,755
2/3 Page	\$29,420
1/2 Page	\$23,905
1/3 Page	\$16,545

COVERS

Cover 2	\$52,830
Cover 3	\$48,605
Cover 4	\$54,950
Bleed:	No Charge

Updated September 2009
We accept checks, money orders, wire transfers, American Express, Visa, and MasterCard.

RATES 2010

NATURAL
F E E L G O O D • L O O K G O O D • D O G O O D
HEALTH

a. Terms and Conditions. Insertion orders are offers to purchase space from Publisher and shall not constitute binding contracts until accepted by Publisher. Upon such acceptance by Publisher (in its sole and absolute discretion) there shall exist an advertising contract between the advertiser (or its agency, if the insertion order was submitted by an agency) and Publisher which advertising contract shall be subject to the terms and conditions of this rate card. Neither advertiser nor its agency may withdraw or cancel any contract or insertion order on or after the closing date of the issue for which insertion is requested. Only those terms and conditions set forth in this rate card are binding upon Publisher. No terms or conditions that conflict with the provisions of this rate card (including but not limited to the terms and conditions contained in any insertion order) shall be binding upon Publisher, unless agreed to in a writing signed by an authorized representative of Publisher.

b. Acceleration. Contracts must be completed within one year from date of first insertion. If advertiser or its agency breach or are in default of any contract, Publisher shall have the right, upon written notice to advertiser or its agency, to accelerate payment of all obligations payable to Publisher under all contracts, so that the entire amount for the remaining term of the contract(s) shall become immediately due and payable, without any obligation on the part of Publisher to mitigate damages. The foregoing is in addition to, and not exclusive of, any other rights or remedies available to Publisher.

c. Rate Adjustments. Rates are subject to change without notice. Insertion orders and contracts may be canceled when a change in rate becomes effective without a short rate penalty charge, if the space used up to the date of cancellation has been in accordance with applicable frequency discount rates. Short rate will apply if advertiser or its agency has not earned the billed rate at the end of the applicable period. Rebate will be made at the end of the applicable period if advertiser has used sufficient additional insertions to earn lower rates.

d. Representations and Warranties. Each of advertiser and its agency (if any) represent and warrant to Publisher that: (i) the agency is the duly authorized agent of advertiser; (ii) advertiser and its agency shall be jointly and severally liable for all charges of and other obligations to Publisher arising hereunder; (iii) the content or subject matter of any advertisement does not, and if published shall not, violate or infringe the rights of any third party, including not limited to trademark, service mark, trade dress, copyright, moral rights and any other personal or proprietary right; (iv) the content or subject matter of any advertisement does not, and if published shall not, contain any material that is obscene, defamatory, libelous, violative of any third party's right of privacy or publicity or otherwise in contravention of the law or the rights of any person or entity; (v) in connection with each advertisement, advertiser and its agency have obtained all necessary rights, permissions, consents and authorizations, including but not limited to the right use the names, images and/or likenesses of living persons, all copyrighted or trademarked material, and any testimonials submitted by or on behalf of the advertiser; (vi) each of advertiser and its agency are duly organized and validly existing entities and have taken all necessary action to authorize the execution and delivery of the insertion order; (vii) the insertion order has been duly executed and delivered and constitutes a legal, valid and binding obligation of advertiser or its agency, enforceable against each of advertiser and its agency in accordance with its terms; and (viii) all of the foregoing representations and warranties shall be true and correct each time advertiser or its agency submits an insertion order and each time Publisher publishes an advertisement for

advertiser or its agency.

e. Limitation of Liability. Publisher shall have no liability for errors in key numbers, pubset type, free information numbers or advertisers index. Publisher shall have no obligation or liability for any change in any advertisement requested after the applicable closing date. Publisher shall have no liability for reproduction quality of advertising print materials which fail to meet the mechanical requirements stipulated in this rate card. Mechanical requirements not specifically stipulated in this rate card must conform to the Recommended Specifications for Web Offset Publications (SWOP). Positioning of advertisements is at the sole discretion of Publisher, except where specific positions are agreed upon separately and in a writing signed by an authorized representative of Publisher. Publisher shall have no liability to advertiser or its agency as a result of any failure to publish or circulate all or any part of an issue or otherwise fulfill an insertion order as a result of any event beyond Publisher's control, except to publish the advertisement in a subsequent issue or refund any amount previously paid in respect of such advertisement. Publisher's liability, if any, for any act, error or omission shall not exceed the cost of space ordered or occupied by Publisher's error, which shall be the sole remedy available to advertiser and its agency, and Publisher shall not, in any event, be liable for any consequential or other damages including, but not limited to, lost income or profits.

f. Advertising Materials. All advertising materials will be destroyed after one year unless Publisher receives from advertiser or its agency a written request that such materials be returned or shipped to a third party, at the requesting party's sole liability, expense and risk. Publisher does not guarantee the condition of returned materials and advertiser or its agency should take all precautions they deem necessary in order to protect or insure the materials provided to Publisher.

g. Rejection of Advertisement. Publisher reserves the unrestricted right, in Publisher's sole discretion, to reject any advertisement at any time after receipt of advertising materials, regardless of whether such advertisement has already been accepted for publication and/or previously published. Rejection of an advertisement by Publisher shall not constitute a breach of contract between Publisher and advertiser or its agency.

h. Cancellation of Advertisement. Publisher reserves the unrestricted right, in Publisher's sole discretion, to cancel any insertion order or advertisement at any time, for any reason, regardless of whether such insertion order or advertisement has already been accepted for publication and/or previously published. If Publisher elects to cancel any insertion order or advertisement, Publisher may, in its sole discretion, elect to (i) publish such advertisement in a subsequent issue or (ii) refund any amount previously paid by advertiser or its agency to Publisher in respect of the canceled advertisement.

i. Indemnification. The advertiser and its agency hereby jointly and severally indemnify, defend, release and hold Publisher and its officers, directors, employees, agents and affiliates harmless from and against any and all losses, liabilities, damages, expenses and costs (including but not limited to attorney fees), arising from or in connection with any allegation that (i) any representation or warranty made herein shall prove to have been incorrect, incomplete or misleading in any respect on or as of the date made or deemed made; (ii) the content or subject matter of any advertisement violates or infringes the rights of any third party, including not limited to trademark, service mark, trade dress, copyright, moral rights and any other personal or proprietary right; and (iii) the content or subject matter of any

advertisement is obscene, defamatory, libelous, violative of any third party's right of privacy or publicity or otherwise in contravention of the law or the rights of any person or entity.

j. Insurance. Upon request, Advertiser shall provide to Publisher evidence of adequate liability insurance supporting Advertiser's obligations hereunder and shall, upon Publisher's request, name Publisher as an additional named insured. Said insurance shall remain in effect, with all premiums paid in a timely manner by advertiser, from the date that the particular advertisement is published to the date that any suit or claim against Publisher or its affiliates shall have been barred by an applicable statute of limitations.

k. Jurisdiction. All contracts, insertion orders and advertisements placed by advertiser or its agent with Publisher shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. Any controversy arising under this Agreement shall be adjudicated before a state or federal court of competent jurisdiction located in Los Angeles County, California, and each of Publisher and advertiser and its agency (i) accepts, generally and unconditionally, the exclusive jurisdiction of such court and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection herewith, and (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

l. Assignment. Neither advertiser nor its agency shall resell, assign or transfer any insertion order, in whole or in part, without the prior written consent of Publisher. Any assignment in violation hereof shall be null and void ab initio.

m. Waiver, Cumulative Remedies. No failure or delay in the exercise of any right, remedy, power or privilege hereunder shall operate as a waiver thereof; and no single or partial exercise of any right, remedy, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law or in equity.

n. Enforceability. If any term or condition herein is found to be invalid, unlawful or unenforceable to any extent, such term or condition shall be excluded herefrom, and such term or condition shall continue to be valid and enforceable in all other respects to the fullest extent permitted by law.

o. Force Majeure. Publisher shall be excused from any delay or failure in its performance hereunder caused by any act of God, fire, flood, war, civil disturbance, sabotage, terrorism, national disaster, disputes with organized labor or other acts of third parties beyond Publisher's control.

p. Entire Agreement. The terms and conditions set forth herein constitute the sole and entire agreement between Publisher, advertiser and its agency with respect to the subject matter hereof and supersedes all prior agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the such parties with respect to such subject matter.

q. Modification. No modification, amendment or supplement to any provision of these terms and conditions shall be binding upon Publisher unless made in writing and duly signed by Publisher.

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