REGIONAL PROGRAMS ADVERTISING TERMS & CONDITIONS

If applicable to our business, we understand the advertisement can be redeemed for co-op reimbursement reducing our out-of pocket cost. We understand that the advertisement will meet all requirements, if applicable, for co-op reimbursement and that we must submit the invoice for co-op reimbursement unless we are having Endeavor Business Media, LLC handle this for us.

We also understand that when our ad runs monthly on a “good until canceled” basis that we may cancel at any time after the initial agreement term. We understand that any such cancellation must be received by the 1st of the month prior to publication (e.g. before June 1st for the July issue). All cancellations must be received in writing prior to the 1st of the month prior to publication.

I am aware that our company has entered into Endeavor Business Media LLC’s standard Advertising Insertion Order. The owner of our company is aware of this Agreement and has given his/her full consent to my signing this Order as the legal company agent. In the instance that the company executing this agreement is acquired by a third party company which operates under the existing or a new company name, this contract will automatically assign to the acquiring third party, whom will then become the new responsible party and be held accountable for all the Terms and Conditions outlined herein. In the instance that the agent who has executed this agreement is no longer employed by the company, this Agreement will automatically be assigned to his/her replacement who will then become the responsible agent of the company. The owner and I are also aware of the Terms and Conditions outlined above. We also understand the monthly advertising fee.

Advertisements or other assets created by Endeavor Business Media, LLC as a service to the advertiser are the sole property of Endeavor Business Media, LLC. Advertisements or other assets may not be photocopied, reproduced or redistributed without the express written consent of publisher.

Warranty: Advertiser warrants that it has the right to use all material submitted to Endeavor Business Media, LLC and publication of such material does not violate any applicable law, regulation or ordinance.
Limitation of Liability: Advertiser agrees to save, hold harmless & defend Endeavor Business Media, LLC of and from any and all claims, causes, or demands arising out of the advertising submitted to and published by Endeavor Business Media, LLC.
Right to Refuse: Endeavor Business Media, LLC, notwithstanding any language herein to the contrary, reserves the right to refuse any and all advertising for any reason.
Short-rate: Endeavor Business Media, LLC reserves the right to collect its full, single issue, page rate from Advertiser in the event that Advertiser fails or refuses to advertise in all issues as agreed herein. A "short-rate invoice" will be issued for any rate adjustment arising out of failing or refusing to advertise for all contracted insertions.
Errors And Omissions: While Endeavor Business Media, LLC shall use due care and diligence in the publication of each issue, Endeavor

Business Media, LLC shall not be responsible for errors, omissions, misprints, or mistakes.

Entire Agreement: Together with the Rate Card, this Agreement constitutes the entire agreement and cannot be amended except in writing signed by Endeavor Business Media, LLC and the Advertiser.

Term: After the initial term of the agreement, we understand that our ad runs monthly on a “good until canceled” basis and that we may cancel at any time after the initial run period. We understand that any such cancellation must be received by the 1st of the month prior to publication (e.g. before June 1st for the July issue). All cancellations must be received in writing prior to the 1st of the month prior to publication.

Indemnification: Agency/Advertiser shall indemnify, defend, and hold harmless Endeavor Business Media, LLC, its agents and employees, from and against any and all claims, demands, damages, losses, lawsuits and other proceedings, judgments, causes of action, liabilities, and costs and expenses, including without limitation reasonable attorney's fees, that arise directly or indirectly from: (i) Agency/Advertiser's breach of any covenants, representations or warranties under this Insertion Order or (ii) any negligent or willful misconduct by Agency/Advertiser, its agents or employees.

Miscellaneous: The laws of the United States and the State of Tennessee will govern this Insertion Order, without reference to rules governing choice of laws. Any action relating to this Insertion Order must be brought in the federal or state courts located in Davidson County, Tennessee, and Agency/Advertiser irrevocably consent to the jurisdiction of such courts. This Insertion Order may not be assigned, by operation of law or otherwise, without Endeavor Business Media, LLC's prior written consent. Subject to that restriction, this Insertion Order will be binding on, inure to the benefit of, and be enforceable against the Agency/Advertiser and its respective successors and assigns. Failure to enforce strict performance of any provision of this Insertion Order will not constitute a waiver of 10 Missions Media, LLC's right to subsequently enforce such provision or any other provision of this Insertion Order.

Assignment: This Agreement shall be binding upon successors and assigns if payment is made pursuant hereto or advertising is accepted.

Billing: Invoices will be issued on a monthly basis for the valid leads or impressions delivered that month, or upon completion of the campaign; whichever is sooner. Payment is due net 30 days from the date of the invoice. Past due amounts shall bear interest at the rate of 1.5% per month from invoice date.

Agency Agreement: The owner of our company is aware of this Agreement and has given his/her full consent to my signing this Order as the legal company agent. The owner and I are also aware of the Terms and Conditions outlined above.

GM Advertisements

We understand that Endeavor Business Media is a GM Approved Turnkey Vendor and can handle all co-op claims as well as streamline the billing process so that we will be billed for our advertisement directly from GM on our parts statement. Ad will be eligible for up to 100% co-op reimbursement through WMA funds. It is our responsibility to monitor our co-op funds and not the responsibility of General Motors or 10 Missions Media, LLC.

Kia Advertisements

We understand that Kia Motors America (KMA) has set up a streamlined billing process with Endeavor Business Media on our behalf to assist us in participating in advertising. We understand that we will be billed via our Kia Parts statement in the amount of the ad cost every month. If applicable to our dealership, we understand the advertisement can be redeemed for co-op reimbursement reducing our out-of-pocket cost. We understand that the advertisement will meet all requirements, if applicable, for co-op reimbursement and that we must submit the invoice for co-op reimbursement unless we are having Endeavor Business Media handle this for us. The advertisement will be eligible for either 100% Parts and Service DAS or 50% FORMF reimbursement. It is our responsibility to decide which claim to file and to monitor our co-op funds and not the responsibility of KMA or Endeavor Business Media, LLC.

Exclusive Ad™ Program

An Exclusive Ad runs as a quarter-page.

Exclusive Ad Ultra™ Program

An Exclusive Ad Ultra runs as a half-page.

Signature Ad™ Program

A Signature Ad with ten or more dealer listings will be a full-page; seven to nine listings, the ad will be a two-thirds page island; four to six listings, the ad will be a half-page island; two to three listings, the ad will be a third-page island. Signature Ads are updated 3-4x/year and do not require customer approval for each updated version of creative.

Audience Extension/Online (Medium Rectangle)/OnlineXL (Half-Page) Digital Ads

Audience Extension and Online (medium rectangle) ads are sized at 300x250 pixels. Audience extension ads are served on other websites outside of EndeavorB2B's websites. Online (medium rectangle) ads run in the first position in the body of the article. OnlineXL (half-page) ads are sized at 300x600 pixels. OnlineXL (half-page) ads run on article pages. All digital ads run in selected states only, and there are a maximum of ten ads running in the designated position that rotate evenly.