

2016 Media Kit

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Terms & Conditions

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A. All advertising and/or marketing content placements with Green Advocacy Partners, LLC, d/b/a Green Building & Design ("gb&d") are subject to and governed by these terms and conditions. gb&d reserves the right at its absolute discretion, and at any time, to cancel any advertising and/or marketing content order or reject any advertisement or content, whether or not the same has already been acknowledged and/or previously published. In the event of such cancellation or rejection by gb&d, advertising and/or marketing content already run shall be paid for at the rate that would apply if the entire order were published. In the event of Client's or its Agency's cancellation of any portion of any advertising and/or marketing content order not in compliance with the terms hereof or failure to have published the specified number of advertisement or content placements, or if at any time gb&d in its reasonable judgment determines that Client is not likely to publish the total amount of advertising and/or marketing content placements specified in the applicable advertising and/or marketing content order, any rate discount will be retroactively nullified and result in a short-rate. In such event, Client and/or Agency must pay gb&d the short-rate (which is the difference between the rate charged on the contracted frequency and the higher rate based on the reduced frequency of advertisement/content placements actually published) within 30 days of invoice therefore and Client will thereafter pay for advertising and/or marketing content based on the standard advertising and/or marketing content rates of gb&d as set forth in the then current media kit. Any merchandising program executed by gb&d in reliance on advertising and/or marketing content that is cancelled will be paid for by Client at the fair market rate for such program (including all costs and expenses incurred by gb&d).

B. Advertising and/or marketing content orders that contain rates that vary from the standard rates of gb&d shall not be binding on gb&d unless approved in writing by an authorized officer of gb&d. In the event any non-standard rates are not approved in writing by an authorized officer of gb&d, the standard rates shall apply to such order at the discretion of gb&d.

C. Advertisements that simulate editorial content must be clearly defined and labeled "ADVERTISEMENT" and gb&d may, in its discretion, so label such copy.

D. Orders for advertising and/or marketing content containing restrictions or specifying positions, facings, editorial adjacencies or other requirements may be accepted and inserted, but such restrictions or specifications are at gb&d's sole discretion.

E. In no event shall gb&d's liability with respect to any order exceed the total amount paid to gb&d for such order, including any li-

ability resulting from the errors or omissions of gb&d. In no event shall gb&d be liable for special, incidental, consequential or punitive damages.

F. The following items apply to furnished inserts: (1) an accurate facsimile or electronic version of any furnished insert must be submitted to gb&d for review on or prior to the dates established by gb&d for the applicable publication; (2) gb&d is not responsible for errors or omissions in, or the production quality of, furnished inserts; and (3) Client and/or Agency shall be responsible for any additional costs or expenses incurred by gb&d arising out of Client's and/or Agency's failure to deliver furnished inserts pursuant to gb&d's specifications or time requirements.

G. Client and/or Agency shall remain liable for the full advertising and/or marketing content rate in each of the following instances: (1) gb&d is unable to publish an advertisement or content as a result of Client's and/or Agency's failure to comply with gb&d's specifications or time requirements (in which case, gb&d shall not be required to run any generic or other advertisement or content); (2) the failure of Client and/or Agency to cancel the applicable order in accordance with the cancellation requirements contained herein (in which case, gb&d shall not be required to run any generic or other advertisement or content); and (3) the cancellation or termination of the applicable feature story.

H. All matters with respect to any advertising and/or marketing content order will be governed by the laws of the State of Illinois applicable to contracts to be performed entirely therein. Any action brought by Client or Agency against gb&d must be brought in the state or federal courts in Chicago, Illinois; the parties hereby consent to the jurisdiction of such courts.

I. Client and its Agency, if there be one, each represent that any advertising and/or marketing content (including product samples) submitted to gb&d complies with all applicable laws and regulations and does not violate the rights of, and is not harmful to, any person, corporation or other entity. As part of the consideration to induce gb&d to publish such advertisement or content, Client and its Agency if there be one, each agrees jointly and severally to indemnify and save harmless gb&d, and its employees, owners and representatives, against all liability, loss, damage, and expense of any nature, including attorneys' fees and court costs, arising out of any actual or potential claims for libel, invasion of privacy, copyright or trademark infringement and/or any other actual or potential claims or suits that may arise out of the copying, printing, publishing, distribution or transmission of such advertisement or content.

J. In the event an order is placed by an Agency

on behalf of Client, such Agency warrants and represents that it has full right and authority to place such order on behalf of Client and that all legal obligations arising out of the placement of the advertisement or content will be binding on both Client and Agency.

K. Client and its Agency, if there be one, agree to be jointly and severally liable for the payment of all amounts charged by gb&d for each advertisement or content placements. Client authorizes gb&d, at its election, to tender any invoice to Agency, and such tender shall constitute due notice to Client of the invoice and such manner of billing shall in no way impair or limit the joint and several liability of Client and Agency. Payment by Client to Agency shall not discharge Client's liability to gb&d. The rights of gb&d shall in no way be affected by any dispute or claim between Client and Agency.

L. Client or Agency may not use any advertising and/or marketing content space either directly or indirectly for any business, organization, enterprise, product, or service other than that for which the advertising and/or marketing content space is provided by gb&d, nor may Client or Agency authorize any others to use any advertising and/or marketing content space in such manner.

M. An advertising and/or marketing content order may be cancelled by Client or Agency providing written notice of such cancellation to gb&d no later than the 3rd day after the contract date, which shall be the earlier of the date of the applicable advertising and/or marketing content contract or the date the applicable insertion order is received by gb&d. In the event of any order cancellation, Client and Agency shall remain liable for the full advertising and/or marketing content rate (except as otherwise provided herein) and shall reimburse gb&d for the cost of any work performed or materials purchased on behalf of Client, including the cost of services, paper and/or printing.

N. Client and/or Agency agrees to reimburse gb&d for its attorneys' fees and costs in collecting any unpaid amounts for any advertisement or content order.

O. Client and Agency agree that any advertisement or content published may, at gb&d's sole option, be included in all forms of media, whether now in existence or hereafter developed, in which the article, feature, issue or other writing (regardless of the form of such media) containing the advertisement or content is published, reproduced, distributed, displayed, performed, or transmitted, in whole or in part; provided, however, gb&d shall not be required to include (1) any advertisement or content originally published in one form of media in any other form of media regardless of any additional publication, reproduction, distribution, display,

performance or transmission of the original article, feature, title, issue or other writing containing or otherwise related to such advertisement or content, or (2) any advertisement originally published with or in connection with any article, feature, issue or other writing in any additional publication, reproduction, distribution, display, performance or transmission of such article, feature, issue or other writing. The copyright in any advertisement or content created by gb&d is owned by gb&d, and may not be otherwise used by Client or third parties without gb&d's prior written consent.

P. Except for rates agreed to in writing by Client and gb&d, advertising and/or marketing content rates and units of space for each order shall be at the standard rates set forth in the media kit on the date the applicable insertion order is received by gb&d.

Q. Any Agency commissions are the sole obligation and liability of the applicable Client.

R. Terms of sale: Payment is due by the earlier of (1) the listed due date in the applicable advertising and/or marketing content contract for the particular advertisement or content and (2) 30 days from the date of the applicable advertising and/or marketing content contract. Notwithstanding anything to the contrary contained herein or the applicable advertising and/or marketing content contract, in the event full payment is not received by gb&d on or prior to the due date as provided in this subsection, the advertising and/or marketing content rates for the applicable contract and advertisements or content shall increase to the standard rates set forth in the then current media kit and full payment of such amount shall be immediately due and owing; provided, however, in the event the advertising and/or marketing content rates for the applicable advertising and/or marketing content contract and advertisements or content are already based on the standard rates set forth in the then current media kit, interest will be charged on the outstanding balance at 2.0% per month.

S. gb&d has not made any representations to Client or Agency that are not contained herein. No addition or alteration to these terms and conditions shall be valid or enforceable unless expressly agreed to in writing by gb&d. Unless expressly agreed to in writing by gb&d, no other terms or conditions in contracts, orders, copy, instruction, or other documents furnished by or on behalf of Client or Agency (regardless of when received by gb&d) will be binding on gb&d.

T. gb&d reserves the right at its absolute discretion, and at any time, to transfer placement of editorial and/or advertisement to any issue and adjust publication dates as necessary.