

LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO 0001096626

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

Date 01/19/2018	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 1010554 HARTK SHEWMAKERN	Location / Dept 04ASPH10	

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Supplier: 0000030007
 STYLE MEDIA GROUP, INC.
 120 BLUE RAVINE RD., STE 5
 FOLSOM CA 95630

email:

Ship To: FOLSOM LAKE COLLEGE
 RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630
 United States

Bill To: 1919 Spanos Court
 Sacramento CA 95825-3981
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	1/4 PAGE AD FOR FEBRUARY 2018 EDUCATION GUIDE	1.00 CHG	635.00	635.00	01/18/2018

Sub Total Amount	635.00
Sales Tax Amount	0.00
Total PO Amount	635.00

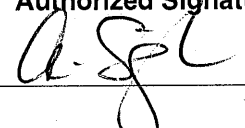
BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5890	11	FL.CP.PISO	67100	00000	041A	635.00	2018

0001010554KIRKLINK18-JAN-2018

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature


Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30
 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

Requisition

Supplier: STYLE MEDIA GROUP, INC.
120 BLUE RAVINE RD., STE 5
FOLSOM CA 95630
United States

0000030007

Business Unit: GENFD		OPEN
Req ID:	Date	Page
0001010554	01/11/2018	1
Requisition Name: STYLE MEDIA - EDUCATION GUIDE		
Requester Kristy Hart		
Requester Signature		
Buyer: Nicholas Shewmaker		
Approved:		
Entered By: HARTK 11-JAN-2018		

email:

Ship To: RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630-6798

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	1/4 PAGE AD FOR FEBRUARY 2018 EDUCATION GUIDE	1	CHG	635.00	635.00	

Total Requisition Amount: 635.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5890	11	FL.CP.PISO	67100	00000	041A	635.00

Approval Signature 	Approval Signature	Approval Signature
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Foothill Folsom-El Dorado Hills Roseville-Granite Bay-Rocklin Style Home Design Holiday Gift Guide Supplement

Date: 1/11/18 Acct. Rep. Pam Bill To: Client Agency

Name As Advertised: Folsom Lake College Contact: Kristy Hart
 Company: Folsom Lake College / Los Rios email: hartk@flc.losrios.edu
 Address: 10 College Parkway Phone: 916-608-6993 Fax: _____
 City: Folsom State: CA Zip: 95630

Issue:	Ad Size:	Gross Cost:	Net Cost:	Magazine Display Ad Creation Details							
1	Feb FEDH	EDU 1/4 pg	\$ 875	\$ 635	<input checked="" type="checkbox"/>	Client Submitting	<input type="checkbox"/>	Needs to be created	<input type="checkbox"/>	Other (see special instructions)	
2			\$	\$	<input type="checkbox"/>	New design Full Page \$250	<input type="checkbox"/>	New design - 2/3P \$200	<input type="checkbox"/>	New design - 1/2P \$175	
3			\$	\$	<input type="checkbox"/>	New design - 1/3P \$150	<input type="checkbox"/>	New design - 1/4P \$125	<input type="checkbox"/>	New design - CallingCard or 1/6P \$100	
4			\$	\$	Amount: _____ Client's Initials: _____						
5			\$	\$	This amount will be billed with your first issue billing. Please note that additional ad design will be billed at the rates above.						
6			\$	\$	Ad Close & Delivery Dates* (also refer to media kit) <i>*note that dates may change—please confirm dates with your representative</i>						
7			\$	\$	Issue	Ad Close	Distribution	Issue	Ad Close	Distribution	
8			\$	\$	Aug. 2017	6/23/17	7/25/17	May 2018	3/23/18	4/24/18	
9			\$	\$	Sept. 2017	7/28/17	8/29/17	June 2018	4/27/18	5/29/18	
10			\$	\$	Oct. 2017	8/25/17	9/26/17	July 2018	5/25/18	6/26/18	
11			\$	\$	Nov. 2017	9/22/17	10/24/17	Aug. 2018	6/22/18	7/24/18	
12			\$	\$	Holiday Gift Guide Supplemental Publication - same as Dec. 2017			Sept. 2018	7/27/18	8/28/18	
13			\$	\$	Dec. 2017	10/20/17	11/21/17	Oct. 2018	8/24/18	9/25/18	
					Jan. 2018	11/24/17	12/26/17	Nov. 2018	9/21/18	10/23/18	
					Feb. 2018	12/22/17	1/23/18	Holiday Gift Guide Supplemental Publication - same as Dec. 2018			
					March 2018	1/19/18	2/20/18	Dec. 2018	10/19/18	11/20/18	
					April 2018	2/23/18	3/27/18	Jan. 2019	11/23/18	12/25/18	
Special Instructions:				Gross cost reflects 1x rate. Net cost is special section rate for the Education Guide. No other discounts apply.							

I hereby authorize the above-described advertisement(s) to be published in the applicable Style publication(s). I also personally assume full responsibility for any and all debts incurred by myself and the advertising company listed on this contract for payment of all charges for said advertisement, whether placed individually or through my authorized agent and entity, and confirm that this is a binding contract (this is considered a personal guarantee by the owner and/or officers and/or shareholders of the advertising business). Furthermore, I personally guarantee full and complete payment according to the terms set forth by Style Media Group, Inc. I acknowledge that Style Media Group holds advertiser, its entity and its agency, if applicable, jointly and severally liable for all payments. Failure to fulfill contract will result in an adjusted rate to the earned frequency rate and is subject to additional discount forfeiture; and client may be liable for ad creation costs. Cancellation of this contract prior to its fulfillment **must be dated and in writing and forwarded to appropriate sales representative (or faxed to 916-596-2100 or via email: info@stylemg.com).** Cancellations will not be accepted over the phone. I further agree and understand that if any invoice is not paid within the appropriate terms (Credit Card billed and paid by distribution date noted above; EFT billed and paid by distribution date noted above; and Pre-pay check to be received by appropriate ad close date, or Net 10 by 10 days after the distribution date of the publication(s)), the invoice is considered past due and all discounts including but not limited to frequency, CC, EFT, prepay, combo buy, etc. are forfeited and I will pay the open (2x for SSG) rate applicable to ad size on the current year rate card. In addition, past due amounts will accrue interest at the rate of 1.5% or the maximum rate allowed by law (whichever is more) per month, from the date any such amount becomes past due. I have read and understand the terms and conditions stated on the front and back of this insertion order. **I also understand and acknowledge that no space cancellations are accepted after ad close date (as stated above and on our printed issue dates calendar).**

Not incl. Yes, I'd like to take advantage of the additional 10% discount by paying each issue in full via credit card or EFT by the issue's distribution date noted above and on our issue dates editorial calendar (note that first time clients' credit cards are processed on the ad close date for the first issue insertion net amount on the first issue ad close date, or upon execution of contract if ad close date has already passed).

I understand that in order to qualify for this discount, the CC Authorization form and/or EFT Authorization form must be completed in full and presented with this insertion order/contract, and that the discount is given contingent upon paying each issue in full on the applicable issue by distribution date and will be removed if these terms are not met.

Client's initials and date agreeing to the 10% discount and payment terms contingent with this discount.

STYLE MEDIA GROUP SALES REPRESENTATIVE COMPLETES THIS LINE: Do the net rates above reflect this 10% discount YES: NO:

If not, please note the final net rate reflecting the 10% discount for paying each issue in full on the issue's distribution date via CC or EFT: _____

PAYMENT INFORMATION (REQUIRED): Please read terms in full on payment methods below. I wish to pay via: X CHECK

Credit Card - please complete credit card authorization form in full to qualify. I understand that my credit card will be billed on the applicable distribution date(s) (note that first time clients' credit cards are processed on the ad close date for the first insertion net amount on the first issue applicable ad close date). I agree to the terms stated on the Credit Card Authorization form.

EFT - Electronic Funds Transfer - please complete EFT authorization form in full to qualify. I understand that my checking account will be billed/debited on the applicable distribution date(s) (note that first time clients' EFT transactions are processed on the ad close date for the first insertion total net amount on the first issue applicable ad close date). I agree to the terms stated on the EFT Authorization Form.

Authorized Signature: _____ Date: _____
 Name of Authorized Signer: _____ Title: _____
 Business Owner's Signature: _____ Date: _____

Terms and Conditions

Payment and Credit Terms

(a) Advertiser agrees to pay pursuant to Style Media Group's publications rate cards, the terms and conditions of which are incorporated herein. This agreement entitles the Advertiser to a discount off of the open (1x or 2x for SSG) rate on the rate card, however this agreement does not guarantee a fixed rate, and Style Media Group reserves the right to modify its rate card at any time upon 30 days' notice. (b) Advertiser will be short rated if it does not use the minimum space or frequency contracted for. (c) Where credit has been granted payment will be due and payable within 10 days of distribution of magazine. (d) All applicable discounts including but not limited to frequency, CC, EFT, prepay, combo buy and/or any other discounts given are based upon timely payment of invoice. Advertiser will forfeit any and all discounts if invoice is not paid by the due date and agrees to pay the open (1x or 2x for SSG) applicable ad size rate on the current rate card for the past due insertion(s). (e) Past due amounts will accrue interest at the rate of 1.5% or the maximum rate allowed by law (whichever is more) per month, from the date any such amount becomes past due. (f) Advertiser will incur a \$25 charge, as permitted by state law, for any check returned to Style Media Group unpaid. (g) Upon failure of Advertisers to pay any amounts due or in the event of any other material breach of this agreement, Style Media Group may, at its sole option, require cash in advance, stop inserting advertiser's advertisements and / or terminate this agreement as provided below. The total amount due hereunder will become immediately due and payable, and Style Media Group may stop inserting advertiser's advertisements in its publication, in the event that the advertiser: (1) discontinues the operation of its business; (2) files or has filed against any petition or pleading bankruptcy or for the appointment of a receiver; (3) makes any assignment for the benefit of creditors; or (4) fails to pay any amount due hereunder when due. (h) Advertiser agrees to pay all costs (including but not limited to collection agency fees, court costs, process server fees and attorney's fees) incurred by Style Media Group in collecting advertiser's delinquent accounts. (i) In the event that any federal, state or local taxes are imposed on the printing of advertising material or on the sale of advertising space, such taxes will be assumed and paid by the advertiser. (k) The owner and/or officers and/or shareholders of advertised business will be held personally liable for any advertising and collection costs incurred.

Material Produced by Style Media Group

Any advertising material produced by Style Media Group pursuant to this agreement will remain the sole property of Style Media Group, and Advertisers will accrue no rights thereto and will not use such advertising in any fashion without the express written consent of Style Media Group, unless otherwise agreed to and noted on insertion order.

Conditions

(a) ADVERTISER, ITS ENTITY AND ITS AGENCY WILL BE JOINTLY AND SEVERALLY LIABLE FOR THEIR OBLIGATIONS HEREUNDER. (b) Style Media Group may, in its sole discretion, edit, reclassify or reject any advertising copy submitted by advertiser, including, without any limitation whatsoever, that Style Media Group may place the word "Advertisement" with any copy that, in its opinion, resembles editorial matter, or it may reject such copy. Style Media Group does not guarantee the placement of any ad in a specific section or within a page, unless negotiated and agreed to by all parties and placed on contract. Otherwise, placement is dependent upon production requirements and availability. (c) Any cancellations or corrections must be in writing and must be received by the advertising department prior to the advertising close deadline as stated in the then current rate card/issue dates page; orders, cancellations or corrections communicated orally or after the deadline are entirely at the advertiser's own risk and Style Media Group assumes no responsibility therefore. (d) In the event of a material error caused by Style Media Group, Style Media Group's liability is limited to the cost of the first insertion for the advertisement at issue, provided, however, that an error will not be subject to adjustment unless it is reported to Style Media Group within 7 days of publication and errors that do not materially affect the value of an advertisement are not subject to any adjustment. IN NO EVENT WILL Style Media Group BE LIABLE FOR ANY COSTS, DAMAGES OR LOSS (INCLUDING BUT NOT LIMITED TO LOSS OF PROJECTED EARNINGS) DIRECTLY OR INDIRECTLY ARISING FROM ERRORS IN ADVERTISEMENTS OR WITH RESPECT TO AD PLACEMENT OR IF, FOR ANY REASONS, IT FAILS TO PUBLISH AN ADVERTISEMENT OR CIRCULATE ALL OR ANY PART OF ANY ISSUE. (e) This Agreement may not be transferred by the Advertiser without Style Media Group's prior written consent. (f) Style Media Group's advertising representatives are not authorized to amend the terms of this Agreement, either orally or in writing. Style Media Group will not be bound by any terms or conditions whatsoever appearing on insertion orders or other documents from, or communications by, advertiser. The failure or delay of Style Media Group to enforce any term or condition of this agreement will not be construed as a waiver of any of its rights. (g) This agreement will be interpreted and enforced in accordance with the laws of the State of California, applicable to agreements made and to be wholly performed therein.

Term, Termination and Renewal

(a) Advertisers may terminate this Agreement at any time upon written notice to their advertising sales representative, but only as to ads remaining to be published at that time. **Please note that there are no cancellations accepted for a current issue after the printed ad close deadline of that issue.** Cancellation of this contract prior to its fulfillment **must be dated and in writing and forwarded to appropriate sales representative (or faxed to 916-596-2100 or via email: info@stylemg.com).** Cancellations will not be accepted over the phone. Upon termination by Advertiser for any reason, any amounts due will immediately become due and payable and Advertiser will be entitled only to such frequency discounts as will have been earned to the date of termination. (b) Style Media Group may terminate this Agreement at any time and for any reason. In that event, any amounts due from Advertiser will immediately become due and payable; Advertiser will be entitled to any frequency discounts which would have been earned had the Agreement run to its scheduled date of expiration, unless Style Media Group terminates the Agreement because of a breach by Advertiser, in which case Advertiser will be entitled only to such frequency discounts as will have been earned to the date of termination. If Style Media Group terminates this agreement due to non-payment by Advertiser, any and all discounts given to Advertiser become null and void and any and all outstanding invoices will be billed at the 1x (or 2x for SSG) rate on the current year rate card and will be subject to further collection costs and interest fees.

Warranties and Representations and Indemnification

Advertiser warrants and represents that it has the full right and authority to utilize all material provided for publication, including all textual or graphic matter, and that its advertisements will not violate any person or entity's rights or violate any law. Upon request, advertiser will supply Style Media Group with copies of license, releases, or other written proof of such rights and, upon request, advertiser will supply Style Media Group with documentation of any advertising claims made in material provided by advertiser. Advertiser will indemnify and save Style Media Group harmless from any loss, cost, liability, claim, suit or damages arising out of or in connection with any claim which, if sustained, would constitute a breach of advertiser's warranties and representatives or otherwise arising out of or in connection with the publication of any material furnished to Style Media Group, any advertiser-sponsored contests or promotions, or any co-op or other advertising for the advertiser that is subsidized or otherwise paid for by a third party. The provisions of this paragraph will survive the termination of this agreement.

Clients Initials and Date