

# 2008 LOCAL ADVERTISING RATE CARD

EFFECTIVE 1.7.08 ISSUE (ON SALE 12.31.07) | RATE BASE 425,000

		OPEN	5X	13X	23X
<b>FOUR COLOR</b>	Full Page	\$33,530	\$31,850	\$30,170	\$28,500
	2/3	23,720	22,530	21,350	20,160
	1/2	20,100	19,090	18,090	17,080
	1/3	14,680	13,950	13,210	12,480
	1/6	6,320	6,000	5,690	5,560
<b>BLACK &amp; WHITE</b>	Full Page	\$20,780	\$19,740	\$18,700	\$17,660
	2/3	14,710	13,970	13,240	12,500
	1/2	12,460	11,840	11,220	10,590
	1/3	9,090	8,640	8,180	7,730
	1/6	3,980	3,780	3,580	3,380

*Note: Retailers with a maximum of two locations.*

*NEW YORK*

Fifth Color Pantone ink may be used. Consult account manager for net premium quote and availability. **Bleed** 15 percent additional (no charge for gutter bleed).

**Minimum Requirement** space less than 1/6 page charged agate-line rate. **Minimum Size Unit** 14 lines (one inch).

**New York Media, 75 Varick Street, 4th Floor, New York, NY 10013 Tel 212-508-0700 Fax 212-508-0567**

# TERMS AND REGULATIONS

## COPY AND CONTRACT REGULATIONS

1. Rates, conditions, and space units may change without notice.
2. Non-standard sizes are subject to publisher's approval.
3. NEW YORK MAGAZINE will not be bound by conditions of any nature appearing on order blanks or copy instructions submitted by or on behalf of the advertiser when such conditions conflict with any provision contained within its rate card or with the magazine's policies.
4. The advertiser and its agency, if there is one, each represents that it is fully authorized and/or licensed to publish the entire contents and subject matter contained in its advertisements including: (1) the names, portraits, and/or pictures of living persons; (2) any copyrighted material; (3) any testimonials contained in any advertisement submitted to and published by NEW YORK MAGAZINE.

In consideration of NEW YORK MAGAZINE's acceptance of such advertisements for publication, the agency and the advertiser will indemnify and save harmless NEW YORK MEDIA LLC, publisher of NEW YORK MAGAZINE, against all loss, liability, damage, and expense of any nature arising out of the copying, printing, or publishing of its advertisement, including without limitation attorney's fees resulting from claims or suits for libel, violation of rights of privacy, plagiarism, and copyright and trademark infringement.

5. NEW YORK MAGAZINE reserves the right to reject or cancel at any time any advertising that the publisher deems unacceptable for any reason.
6. All orders are accepted subject to labor disputes, accidents, fires, acts of God, or other contingencies beyond the publisher's control (whether like or unlike any of those enumerated herein) that prevent the publisher from partially or completely producing, publishing, or distributing NEW YORK MAGAZINE. Further, the publisher shall not be liable for damages if there is failure to publish an advertisement for any reason.
7. All advertisements must be clearly identifiable as such with a trademark or signature of the advertiser, or the word "Advertisement" shall be placed with copy on any advertisement, which, in the publisher's opinion, resembles editorial copy.
8. Failure to make insertion orders correspond in price or otherwise with the rate schedule is regarded only as a clerical error and publication is made and charged for upon the terms of the schedule in force without further notice.

9. Advertising agency agrees to pay the charges for advertising published at its direction. Upon agency's written request, publisher may bill advertiser direct, provided agency guarantees payment.
10. Position specifications stipulated on insertion orders will be treated as a request only, subject to the right of the publisher to determine actual positions, and will not be binding on the publication. No allowances will be granted if position requests are not met.
11. Please see **PRODUCTION SPECIFICATIONS AND GUIDELINES** available on [nymag.com/mediakit/specs](http://nymag.com/mediakit/specs), for exact file preparation and ad submittal instructions.
12. All contest copy must be submitted in advance of closing dates.
13. Covers are non-cancellable. No cancellation will be accepted after closing date. No cancellations or changes in orders may be considered executed unless acknowledged by publisher in writing.

## COMMISSIONS, TERMS, AND DISCOUNTS

1. Agency commission: 15 percent of gross billing allowed to recognized agencies, provided account is paid within terms.
2. Terms: Net thirty days from invoice date.
3. Advertising bills to agencies with credit recognition are rendered five (5) days before the issue date and are due thirty (30) days from the date of invoice. The advertising agency and/or the advertiser are jointly and severally liable for the payment of all advertising invoices. Insertion orders with "sequential liability" language are not acceptable and are against policy. The publisher will not be bound by any conditions appearing on insertion orders, when such conditions conflict with its policies.
4. Direct advertisers must remit cash with order or furnish satisfactory credit references before closing date of issue. Agency commissions will be allowed where applicable.
5. Advertising schedules composed of mixed-space units are entitled to standard discounts except where the use of smaller units lowers the total cost of the campaign from the total cost at which the advertiser reached an earned rate.
6. Frequency discounts are earned for space used within this calendar year.
7. Premium charges for special advertising units are commissionable.