

**PURSUIT MAGAZINE – PURSUITMAG.COM
ADVERTISING CONTRACT**

Terms and Conditions:

1. **Acceptance:** CompassPoint Investigations, d/b/a Pursuit Magazine, (Publisher) reserves the right to reject any advertising copy that, in its sole discretion, conflicts with the content, format, style, appearance of Pursuit Magazine (Publication) or otherwise does not conform to reasonable standards of good taste, such as but not limited to the following: advertising shall not be false, misleading, fraudulent, or deceptive. The Publisher may require substantiation of any representation, claim, or statement made in any advertisement.
2. **Content:** The subject matter, form, size, wording, illustration and typography of the advertising shall be subject to the approval of the Publisher. Publisher shall have the right to reject or omit any advertisement that in its sole discretion, considers unsuitable for any reason or contrary to the Publisher's policies. Publisher shall have no responsibility or liability for any materials sent by any Advertiser, nor for any errors in any advertising form, size, wording, illustration, typography or any other matter relating to any Advertiser.
3. **Payment:** All Advertisers must submit pre-payment for this contract. Publisher reserves the right to hold the Advertising Agency (if any) and the Advertiser jointly responsible for all payments. If collection of any sum due the Publisher is undertaken by a collection agency or attorney you agree to pay collection and/or attorney's fees, interest, and any court costs, in addition to the amount due.
4. **Hold Harmless/Liability:** The Advertiser will assume all responsibility for any and all advertisements published to the Publication and will hold Publisher harmless for any and all claims relating to its advertisement, including, but not limited to, tort, copyright, photographic or trademark actions. The Advertiser/Agency shall indemnify and hold harmless Publishers, its officers, employees or agents against claims, suits, expenses (including legal fees), and losses resulting from the publication of the contents of the advertisement, including, without limitation, claims or suits for libel, violation of right of privacy, copyright infringement or plagiarism. Publisher shall not be liable for any incidental or consequential damages. Publisher shall not be liable for any failure to publish an advertisement if such failure is due to acts of God, strikes, accidents, technical failure or other occurrences beyond the Publisher's control. Publisher's remedy for occurrences beyond the Publisher's control shall be limited to additional advertising time equal to any time lost due to such circumstances.
5. **Graphics/Photos/Logos:** Advertiser/Agency certifies that they have the right to distribute the provided graphics, photo or logos in the Advertisement and that they do not violate any right of privacy, infringe or plagiarize a copyright or intellectual property owned by another.
6. **Venue:** All legal issues arising from or relating to this contract will be governed by the laws of the State of Florida, in the jurisdiction of Leon County, FL and

both the Publisher and Advertiser hereby consent to the jurisdiction of such courts.

7. **Cancellation:** Advertisements cannot be cancelled once placed in the Publication. Publisher reserves the right to right to refuse, cancel, or delay the advertisement without requirement to provide reasons.

I have read both pages of this Advertising Contract and agree to all of the terms and conditions set forth herein. I also declare to have the authority to sign and initiate this Contract and Order for advertising on behalf of:

Advertiser:

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Publisher:

Company: CompassPoint Investigations d/b/a Pursuit Magazine

Name: L. Scott Harrell

Title: Owner

Signature: _____

Date: _____