

COLORADO *expression*

REFLECTING COLORADO, its people and their lives—this bi-monthly magazine and specialty publications are mailed to private and country club members, placed in resort and luxury hotel rooms and sold on newsstands throughout the state.

ISSUANCE AND CLOSING DATES

BI-MONTHLY ISSUES	SPACE DEADLINE	MATERIALS DEADLINE	ISSUE DATE
COLORADO EXPRESSION: February/March CONFETTI: Supplement	11/17	11/28	02/01
COLORADO EXPRESSION: April/May ARCHITECTURE & DESIGN OF THE WEST: Supplement, Spring	02/05	02/15	04/01
COLORADO EXPRESSION: June/July ARCHITECTURE & DESIGN OF THE WEST: Supplement, Summer	04/05	04/16	06/01
COLORADO EXPRESSION: August/September ARCHITECTURE & DESIGN OF THE WEST: Supplement, Fall	06/06	06/18	08/01
COLORADO EXPRESSION: October/November HOLIDAY GIFT BOOK: Supplement	08/06	08/17	10/01
COLORADO EXPRESSION: December/January ARCHITECTURE & DESIGN OF THE WEST: Supplement, Winter	10/08	10/19	12/01

Dates and deadlines subject to change. Call prior to the space deadline for each issue to confirm.

MECHANICAL SPECIFICATIONS All material must be submitted as digital files. **Please name file with advertiser name as identification.** Preferred media is CD or online delivery. Preferred format is high-resolution PDF, prepared for print reproduction. Other formats accepted are Illustrator EPS, with all fonts outlined; and Quark documents, with all supporting files and fonts included (Quark EPS files not accepted). All files must be prepared with a minimum resolution of 300 dpi. 1200 dpi preferred for line art. Picture files must be Tiff or EPS format (JPEGs and GIFs not accepted). All files must be CMYK (RGB files not accepted). Maximum total density should not exceed 300%. Document size must be published ad dimensions. Please name any custom color in document with advertiser identification. Match proof must accompany electronic files. Color match will not be guaranteed from any other proof format, such as laser or inkjet output.

PRINTING Trim size: 8-1/4" x 10-7/8" • Perfect bound • Web-print text • Sheet-fed cover

FREQUENCY DISCOUNTS AND COMMISSIONS All advertising must be placed within one year of first insertion to receive frequency discounts. Advertisers earn the frequency discount on last insertion. A 15% commission is given to recognized advertising agencies.

POSITIONING AND BLEEDS Guaranteed positions available for 15% surcharge. Bleeds available at 10% additional charge for full-page ads only.

CANCELLATIONS Cancellations must be made seven days prior to space reservation deadline. All cancellations must be confirmed in writing. All cancellations are subject to a short rate. Any cancellation after space reservation will be billed to client at full rate.

COLOR CHARGES In addition to standard black-and-white rates, process color (magenta, yellow or cyan) are available for \$500.00 per color per page. PMS and match colors are the same as four-color rates. Sample color must accompany artwork.

INSERT/POLYBAG Preprinted inserts furnished to mechanical specifications for binding must meet New West standards of production quality. Price based on insert requirements. Submit for bid.

RETURN OF MATERIALS Artwork, photos, negatives, CDs, etc. will be returned upon written request only. Publisher assumes no responsibility for artwork, photographs or electronic files uncalled for six months after date of publication, at which time they will be destroyed.

TERMS All advertising invoiced upon publication. All invoices are due upon receipt. A 1.5% monthly fee will be charged to accounts past due until the account is paid in full. The advertiser and/or agency are totally

POLICIES All agreements are subject to strikes, accidents, fires, acts of God, or other contingencies beyond the publisher's control.

• All advertisements are accepted and published by the publisher on the representation that the advertiser and/or advertising agency are properly authorized to publish the entire contents and subject matter thereof. When advertisements containing the names, pictures, and/or testimonials of living persons are submitted for publication, the order or request for the publication shall be deemed to be a representation by the advertiser and/or advertising agency that they have obtained written consent of the use in the advertisement of the name,

picture and/or testimonial of any living person which is contained therein. It is understood that the advertiser and/or advertising agency will indemnify and save the publisher harmless from and against any loss, expense or other liability resulting from any claims or suits for libel, violation of right of privacy, plagiarism, copyright infringement and other claims or suits that may arise out of the publication of such advertisement. All copy, text and illustrations are subject to the publisher's approval before execution of the order, and the right is reserved to reject or exclude copy which is unethical, misleading, extravagant, questionable in character, in bad taste, detrimental to public health or interest, otherwise inappropriate or incompatible with the character of the publication, or that does not meet with the approval of the Federal Trade Commission; whether or not the same has already been accepted and/or published. In the event of such cancellation or rejection by the publisher, the advertising already run shall be paid for and billed at the rate provided in the order.

- When change in copy is not received by closing date, copy run in previous issues will be inserted.
- Publisher reserves the right to change rates at any time. Publisher will notify advertisers a minimum of 30 days prior to rate change.
- The Publisher's liability for any error will not exceed the cost of the space. A make good of the space is at the publisher's discretion and may be made, after payment is received for the original space, in the next available issue.
- If publisher is required to file suit to enforce the terms of this contract, it is agreed that the venue of the action shall be in either the County or District court of the City and County of Denver, Colorado. Further, the publisher shall be entitled to attorney's fees, court costs and reasonable actual costs, to be determined by a court of competent jurisdiction. Actual costs shall be such additional expenses reasonably necessary for the preparation and conduct of any litigation, including accountants' fees, investigators' charges, long distance telephone call charges, travel and lodging.
- It is agreed that unless material is received camera-ready, all production, including separations, stripping and sales tax, if applicable, will be billed to client and/or agency.
- Agency and advertiser shall be held jointly and severally liable for the gross amount due if payment is not made within 30 days of billing.
- If space contracted for is a special or premium position, this contract may be cancelled upon 120 days written notice and will be subject to a short rate at the rate in force at the time of cancellation.
- In the event Publisher for any reason shall discontinue or suspend publication, Publisher shall be under no liability to Advertiser for failure to publish any advertising contracted for, and no short-rate shall apply by reason of such failure.
- Publisher's rights under this Contract may be assigned by Publisher in whole or in part to any person, firm or corporation directly or indirectly acquiring the right to publish the publication named on the face hereof or any substantial interest in such right to publish.
- The terms and provisions of this Contract may not be altered or modified except with the written consent of Publisher. No variation in the terms of this contract contained in any insertion order or other documents shall be binding upon Publisher without express written agreement to such variation, unless so agreed to by Publisher, shall be deemed and treated by both parties as void and of no effect and Publisher shall be considered to have disregarded any such variation in accepting or publishing any advertising submitted under this contract.