

MEDIA KIT 2011-2012

TERMS AND CONDITIONS

A. All advertising placements with Luxury Home Quarterly ("LHQ") are subject to and governed by these terms and conditions. LHQ reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject any advertisement, whether or not the same has already been acknowledged and/or previously published. In the event of such cancellation or rejection by LHQ, advertising already run shall be paid for at the rate that would apply if the entire order were published. In the event of Advertiser's or its Agency's cancellation of any portion of any advertising order not in compliance with the terms hereof or failure to have published the specified number of advertisements, or if at any time LHQ in its reasonable judgment determines that Advertiser is not likely to publish the total amount of advertising specified in the applicable advertising order, any rate discount will be retroactively nullified and result in a short-rate. In such event, Advertiser and/or Agency must pay LHQ 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 advertisements actually published) within 30 days of invoice therefore and Advertiser will thereafter pay for advertising based on the standard advertising rates of LHQ. Any merchandising program executed by LHQ in reliance on advertising that is cancelled will be paid for by Advertiser at the fair market rate for such program (including all costs and expenses incurred by LHQ).

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

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

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

E. In no event shall LHQ's liability with respect to any o LHQer exceed the total amount paid to LHQ for such order, including any liability resulting from the errors or omissions of LHQ. In no event shall LHQ be liable for special, incidental, consequential or punitive damages.

F. The following items apply to furnished inserts: (1) an accurate facsimile of any furnished insert must be submitted to LHQ for review on or prior to the dates established by LHQ for the applicable publication; (2) LHQ is not responsible for errors or omissions in, or the production quality of, furnished inserts; and (3) Advertiser and/or Agency shall be

responsible for any additional costs or expenses incurred by LHQ arising out of Advertiser's and/or Agency's failure to deliver furnished inserts pursuant to LHQ's specifications or time requirements.

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

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

I. Advertiser and its Agency, if there be one, each represent that any advertising (including product samples) submitted to LHQ 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 LHQ to publish such advertisement, Advertiser and its Agency, if there be one, each agrees jointly and severally to indemnify and save harmless LHQ, 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.

J. In the event an order is placed by an Agency on behalf of Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both Advertiser and Agency.

K. Advertiser and its Agency, if there be one, agree to be jointly and severally liable for the payment of all amounts charged by LHQ for each advertisement. Advertiser authorizes LHQ, at its election, to tender any invoice to Agency, and such tender shall constitute due notice to Advertiser of the invoice and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Payment by Advertiser to Agency shall not

discharge Advertiser's liability to LHQ. The rights of LHQ shall in no way be affected by any dispute or claim between Advertiser and Agency.

L. Advertiser or Agency may not use any advertising space either directly or indirectly for any business, organization, enterprise, product, or service other than that for which the advertising space is provided by LHQ, nor may Advertiser or Agency authorize any others to use any advertising space in such manner.

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

N. Advertiser and/or Agency agrees to reimburse LHQ for its attorneys' fees and costs in collecting any unpaid amounts for any advertisement order.

O. Advertiser and Agency agree that any advertisements published may, at LHQ's option, be included in all media, whether now in existence or hereafter developed, in which the issue containing the advertisement is published, reproduced, distributed, displayed, performed, or transmitted, in whole or in part. The copyright in any advertisement created by LHQ is owned by LHQ, and may not be otherwise used by Advertiser or third parties without LHQ's prior written consent.

P. Except for contract rates agreed to in writing by Advertiser and LHQ, advertising rates and units of space for each order shall be at the prevailing rates on the date the applicable insertion order is received by LHQ.

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

R. Terms of sale: Payment due 30 days from date of invoice. Interest will be charged at the lesser of 2.0% per month or the highest legal rate on past due balances.

S. LHQ has not made any representations to Advertiser 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 LHQ. Unless expressly agreed to in writing by LHQ, no other terms or conditions in contracts, orders, copy, instruction, or other documents furnished by or on behalf of Advertiser or Agency (regardless of when received by LHQ) will be binding on LHQ.