



**Advertising Agreement**

This agreement is between \_\_\_\_\_ (Advertiser) and the Real Estate and Rental Guide, LLC.

1. The Advertiser wishes to place an advertisement in one or more of Real Estate & Rental Guide’s publications at the advertising rates agreed upon between them.
2. The Advertiser shall provide to Real Estate & Rental Guide on or before the stated deadline for each of the publications in which the advertisement will run a complete and final rendering of the advertisement in an appropriate format as agreed upon between the parties. OR the advertiser will provide all necessary logos, ad copy and contact information by deadline. The advertiser will send an EMAIL approval within 24 hours of proof delivery to advertiser.
3. The Real Estate & Rental Guide shall publish the advertisement in the designated publications.
4. The Real Estate & Rental Guide and Advertiser may, by separate agreement, agree for Real Estate & Rental Guide to perform additional services for Advertiser related to the advertisement.
5. The Advertiser warrants hereby that it owns or is licensed to employ all copyrights, trademarks, service marks, and other intellectual property contained within the advertisement, warrants further that all statements, promises, or other content within the advertisement are truthful and non-defamatory, and agrees to indemnify, defend, and hold Real Estate & Rental Guide harmless for all claims or liability arising from the publication or content of the advertisement.
6. The Real Estate & Rental Guide shall not be liable to Advertiser for any incidental damages, consequential damages, compensatory damages, punitive damages, exemplary damages, or other damages for errors in the copy or publication of the advertisement, failure to publish the advertisement, or otherwise except to the extent expressly allowed by the contract.
7. In the event that Real Estate & Rental Guide breaches its obligation to publish the advertisement by failing to publish the advertisement in the designated publication, Advertiser shall elect from the following remedies by notifying Real Estate & Rental Guide prior to the stated deadline for the next issue of each designated publication of its election between (a) refund of amounts paid by Advertiser for publication of the advertisement, which shall not include any other services rendered by Real Estate & Rental Guide by separate agreement; or (b) publication of the advertisement in the next issue of each designated publication.
8. The advertiser agrees to pay the designated amount per choice of ad size by the publication deadline. All monies owed for advertisement and additional services must be paid by deadline or a late fee will be applied of \$50/quarter and half page, \$75 for full page or larger.
9. If a contract is negotiated and the Advertiser signs the contract, the contract is null and void if payment is late. The advertiser then must pay the non-discounted price to RE&RG for any and all previous issues that were discounted.
10. Other than the advertising rates and publication deadlines separately stated by Real Estate & Rental Guide, this written document is the full and final expression of the entire agreement between the parties relating to this subject matter and may be amended only in writing signed by all of the parties hereto.

Date: \_\_\_\_\_

\_\_\_\_\_  
Advertiser: Company Name

\_\_\_\_\_  
Authorized Agent/Owner

Date: \_\_\_\_\_

\_\_\_\_\_  
Real Estate & Rental Guide for Western North Dakota LLC,

\_\_\_\_\_  
Jane Hadley, Owner/CEO

**Email copy to Jane Hadley at: [jhadleydesigns@gmail.com](mailto:jhadleydesigns@gmail.com)**