

2020 MEDIA KIT

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Helping Fitness Professionals Prosper Since 1999!

Your multi-media resource for all fitness professional levels.

ABOUT US

2020 MEDIA KIT



PURPOSE

For twenty-one years Personal Fitness Professional (PFP) has been committed to educating and empowering all levels of fitness and health professionals. PFP strives to give these professionals the tools they need to succeed and covers all aspects of the industry, including: improving and expanding business; new exercises and tips for training better; and the latest trends that trainers, group instructors, directors and owners need to know to stay competitive. In 2020, we will continue to provide credible education and solutions to help fitness professionals achieve their goals and dreams. We hope you'll take part in offering your knowledge and solutions to the fitness industry though print, digital, online and direct media assets.

OUR AUDIENCE

PRINT	18,000+	ACTIVE SUBSCRIBERS
DIGITAL	13,000+	ACTIVE SUBSCRIBERS
ENEWS	12,000+	ACTIVE SUBSCRIBERS
WEB	18,000+	MONTHLY PAGE VIEWS
SOCIAL	7,000+	FOLLOWERS

For additional information, advertising and marketing opportunities, please contact Josh Vogt, Publisher & National Sales Director, at 608.225.2309 or josh@rbpub.com



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EDITORIAL CALENDAR

2020 MEDIA KIT

2020 ISSUE	THEME	BUSINESS & CAREER STRATEGY	INDUSTRY TRENDS
WINTER (Jan/Feb)	Education	 Assess your ROI on education Educate through writing and speaking Education that matches your learning style 	 Training youth athletes Learning habits of successful fitness pros Education beyond degrees and certifications
SUPPLEMENT	Mind-Body Connect	tion	
SPRING (Apr/May)	Career Development	 Strategies for successful online training Tips for first-time managers Options & alternatives to opening a studio (franchises, licenses, unique business models) 	 Training clients with Parkinson's Career pathways in fitness Integrate behavior change in your programming
SUPPLEMENT	Professional Service	es	
SUMMER (June-July)	Technology	 Determine which CRM is best fit for you Choose technology that meets your needs Assess your pricing strategy 	 Training clients with metabolic syndrome Top technology tips from successful fit pros Understand the impact of virtual fitness technology
SUPPLEMENT	CECs/Certifications		
FALL (Sep/Oct)	Business Management & Strategy	 Employment best practices Compensation strategies Steps to pay-off debt 	 Training clients with obesity Business management tips from successful fit pros Social media strategies
SUPPLEMENT	Hot Companies		
LOOKING AHEAD (Nov/Dec)	Looking ahead to 2021 2021 Continuing Education Events Calendar	 2021 budgeting guide Assess your pricing strategy 	 Training clients with MS 2021 industry trend predictions Sales, retention and client experiences
SUPPLEMENT	Technology		

RECURRING COLUMNS & DEPARTMENTS

Mentor's Corner:

A unique Q&A opportunity for fitness professionals to ask a seasoned industry leader questions about their career or business.

Fit Money Mindset:

Keen insight into smart money management.

Business Strategies:

Strategic thinking and business advice to efficiently achieve your goals in the shortest period of time possible!

Best Practices:

Keep up on best practices that directly impact your career and business.

Rise Above:

How to set yourself apart in an everchanging and highly-competitive climate.





Lindsay Vastola

Lindsay Vastola served as the editor of Personal Fitness Professional (PFP) magazine from 2011-2019. She is the founder of Fit for Vast Potential, a career-development company offering courses, team trainings and career coaching focused on developing the impact skills of fitness professionals. Blending her extensive service industry experience in fitness entrepreneurship and corporate management, Lindsay energizes audiences as a speaker at industry events including Club Industry, MedFit Network, NSCA and the Association of Fitness Studios, as well as for corporate audiences and leadership organizations. www.FitForVastPotential.com



Greg Justice

Greg Justice is a bestselling author, speaker and fitness entrepreneur. He opened AYC Health & Fitness, Kansas City's Original Personal Training Center in 1986. Greg is the CEO of Scriptor Publishing Group. He was inducted into the National Fitness Hall of Fame in 2017. Greg writes feature articles for many industry publications including Club Industry magazine, IDEA Fitness Journal and Personal Fitness Professional magazine. Greg holds a Master's degree in HPER (exercise science) from Morehead State University in Morehead, KY. www. scriptorpublishinggroup.com



Farel Hruska

Farel Hruska has over 20 years of experience as a personal trainer, group fitness instructor and educator. She is presently the Director of Education & Culture at Chuze Fitness. Farel also helped grow FIT4MOM from 2002-2018 as Global Fitness Director and Pre/Postnatal Director. She has presented at fitness conferences around the world including AFC (Bangkok), MEFIT PRO (Dubai), IDEA China and US and has been featured in CNN, New York Times, WebMD, Women's Running Magazine and Pregnancy.com. Farel's most meaningful accomplishment, however, is being mom to her three daughters.



Amanda Vogel

Amanda Vogel, MA Human Kinetics, is a certified fitness instructor and presenter at top conferences including IDEA World, ACSM Health & Fitness Summit, NASM Optima, canfitpro and IHRSA. Specializing in education on group exercise, social media, fitness writing and blogging, Amanda also reviews health/fitness products and programs on her blog FitnessTestDrive.com. As a professional writer, she's contributed to many popular publications—including IDEA Fitness Journal, Shape and Women's Health—and guest blogged for ACE, NASM, AFAA and more.



Joey Percia

A highly sought-after customer acquisition and monetization specialist, Joey works with coaches, consultants and trainers to enroll more clients into their premium-priced programs. With clients in multiple countries and 36 different industries, he's helped generate multiple millions in sales. Joey's book, *Why Do You Hate Money?* has been referred to as "the health, fitness and wellness marketing bible" by industry-leading experts and is said to be a must-read for anyone in the industry. www.joeypercia.com

LEAD-GENERATING OPPORTUNITIES

Delivering Immediate Traffic & Gain Leads

WEBINARS



Personal Fitness Professional's (PFP) experienced team will assist you in developing, marketing and presenting a webinar that will build your image in the industry, get new leads and attract buyers to your solutions and expertise.

	<250	\$4,000
Wabinar agets are	251-350	\$4,500
Webinar costs are	351-450	\$5,000
based on the number	451-550	\$5,500
of registrants	551-650	\$6,000
	651>	\$6,500

EXERCISE OF THE WEEK (EOTW)



Every Monday, Personal Fitness Professional educates its audience on an "Exercise of the Week" video featuring a new product or new exercise.

FITNESS BUSINESS INSIGHTS



Every other Wednesday, Personal Fitness Professional educates its audience with a "Fitness Business Insights" video featuring a partner solution to help fitness businesses grow.

E-NEWSLETTER COLUMN SPONSORSHIP



Tall plank push/pull with VersaFit Sand Log This exercise is very effective for increasing shoulder/plans strength and stability. The movement itself requires good anti-rotation and anti-extension

Our columnist will use your product to create two (2) highly educational and informative videos with content that show your product being used for specific exercises. These videos will appear in back-to-back e-newsletters.

You Receive

- All registration names and emails provided as leads after webinar
- A project coordinator to assist you through the entire process
- Creation of exclusive web pages
- Credibility of the trusted Personal Fitness Professionals brand
- ▶ HTML files for your internal marketing
- ▶ Three–four (3-4) standalone e-blasts to promote webinar
- ▶ Tile and marquee ads rotated on website
- Inclusion in two (2) subscriber e-newsletters
- Registration reports
- ► A Personal Fitness Professional team member will introduce the speaker
- Recording of the webinar
- One (1) email notification after the webinar
- ▶ Hosted on www.PersonalFitnessProfessionals.com for one year
- A replay link to webinar and all rights to the webinar

You Receive

- > The first 50 unique click through leads
- ▶ Dedicated email blast to 12,000+ active subscribers
- ▶ Video featured on web homepage for the week
- ▶ Video archived on the website for one year
- ▶ Video archived on PFP YouTube channel

Rates

1x \$800 3x	\$700 each	6x \$550	each
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You Receive

- > The first 50 unique click-through leads
- ▶ Dedicated email blast up to 12,000+ active subscribers
- ▶ Video posted on web homepage for the week
- ▶ Video archived on the website for one year
- ▶ Video archived on PFP YouTube channel for one year

3x \$700 each

Rates

1x \$800

6x \$550 each

You Receive

- > The first 50 unique click-through leads
- ▶ Company name will appear in column title
- Company name will appear in intro paragraph
- A direct link to your website
- ▶ Your logo will appear on the column's webpage
- ▶ Dedicated email blast to 12,000+ active subscribers

Rates

\$1,200



EDITORIAL CONTENT OPPORTUNITIES

Deliver Your Education and Solution(s)

2020 MEDIA KIT

COMPANY OR PRODUCT PROFILE

Who is Aktiv' Solutions?	
A like, an engr space being as to both	
had the backward backgloughts"	And polythering states along strategy or other
	1 for Papers Webby Sole, Surgery To Auto Restored which in the second second second
1 No. Read 1987, heads, matters sign factor product	An extended lines, FPF conductions any performance of the period

Position your company or product as an industry leader with a full page of editorial and image (500 words).

EXERCISE SPOTLIGHT



Educate our readers with your own exercise routine featuring your product and branding in a two-page spread. Client supplies images and content.

HOT COMPANIES



As a "2020 Hot Fitness Company" your company will be among a select group setting themselves apart from their competition as an industry leader!

RESOURCE SPOTLIGHT



Position your company as a thought leader for a specific focus solution like certifications/CECs. Tell our subscribers why to choose your company in 250 words. Limited to six (6) companies.

NEW PRODUCT



Educate our readers with your company's new product or service.

You Receive

- A published full-page about your company or product
- ▶ 18,000+ mailing subscribers
- ▶ 13,000+ digital-only subscribers with direct link

Rates \$2,950

You Receive

- A published full-page about your product
- Product education and exposure
- ▶ 18,000+ mailing subscribers
- ▶ 13,000+ digital-only subscribers with direct link

Rates \$3,200

You Receive

- A published full-page about your business
- > Your company's details featured on our quick link HOT COMPANY page
- ▶ 18,000+ mailing subscribers
- ▶ 13,000+ digital-only subscribers with direct link
- Plus, get included in 12 months of bonus HOT COMPANY marketing with links in upcoming e-newsletters, magazines, e-blasts and more

Rates \$2,100

You Receive

- ▶ 250 words in a featured print article
- Article featured in an e-newsletter with direct links
- ▶ 18,000+ mailing subscribers
- ▶ 13,000+ digital-only subscribers with direct link

Rates Free with purchase of a print ad!

You Receive

- A published 85-word write-up with image
- Contact information
- ▶ 18,000+ mailing subscribers
- ▶ 13,000+ digital-only subscribers with direct link

Rates FREE



DELIVER YOUR MESSAGE AND GENERATE LEADS

Options:	Rate per rental
Email Address Rental (3,000 minimum)	\$350 per 1,000 addresses
Mailing Address Rental (5,000 minimum) We will send an excel file with the list to your bonded 3rd party mail house.	\$160 per 1,000 addresses

Email Address Rental Specifications:

You send us an html file.

(please use the following suggestions)

- ▶ No wider than 600 pixels
- ▶ Include a call-to-action line or button
- Subject line 46 characters or less (for optimal viewing)
- Avoid using any STYLE tags
- Material is needed 7 business days before sending
- ▶ You will receive one test before e-blast is delivered

Rentable Audience Selects:

Select from any categories to use to make your list rental even more specific.	Email	Mail
 Profession (multiple answers allowed) Independent Personal Trainer Group Fitness Instructor Personal Trainer Employed by Facility Club/Studio Owner Wellness Practitioner/Health Coach/ Dietician/Nutritionist Fitness Director/Manager Athletic Trainer/Strength & Conditioning Coach Fitness Business Owner (not Club/Studio) Contracted Personal Trainer Club Manager Fitness/Wellness College Student Yoga/Pilates Instructor Other No Answer 	7,557 4,281 3,864 2,776 2,316 2,190 1,811 1,601 1,171 972 301 280 1,986 3,396	11,765 7,749 5,798 4,803 3,049 3,909 2,695 2,645 1,947 1,748 329 302 7,500 0
	Total: 22,992	Total: 33,402



PRINT & DIGITAL OPPORTUNITIES

Reach over 32,000 + subscribers

2020 MEDIA KIT

PRINT





FULL PAGE Bleed: 8.25" x 10.75"

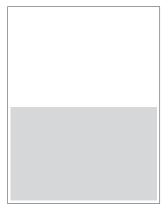
1/2 VERTICAL Bleed: 4.125" x 10.75" Non-Bleed: 3.5" x 9.625"

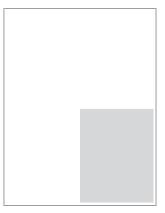
Trim Size: 8" x 10.5" | **Live Area:** Hold image .375" from trim **Acceptable digital file formats:** Hi-Res PDF Files are preferred. Files must be saved as CMYK with graphics and fonts embedded.

DIGITAL OPPORTUNITIES



LEFT COVER AD (525 x 675): \$1,000 TOP LEADERBOARD (600 x 100): \$1,000 BOTTOM LEADERBOARD (600 x 100): \$650 RIGHT OR LEFT SKYSCRAPER (100 x 675): \$800





1/2 HORIZONTAL Bleed: 8.25" x 5.375" Non-Bleed: 7" x 4.75"

1/4 PAGE 3.5" x 4.75"

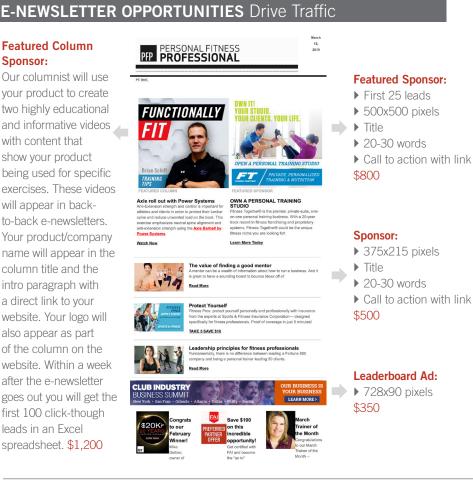
AD NET RATES			
Display Ad	1x rates	3x rates	6x rates
Full Page	\$3,800	\$3,500	\$2,950
1/2 Page	\$2,400	\$2,160	\$1,800
1/4 Page	\$1,275	\$1,150	\$950
Back Cover	\$5,500		

DUE DATES		
Issue I	Closing	I Material Due
Winter (Jan/Feb) & Mind-Body Movement Supplement	January 21	January 31
Spring (Apr/May) & Professional Services Supplement	March 20	March 31
Summer (June/July) & Certifications/CECs Supplement	May 22	May 29
Fall (Sep/Oct) & Hot Companies Supplement	August 24	September 2
Looking ahead to 2021 (Nov/Dec) & Technology Supplement	October 19	October 28



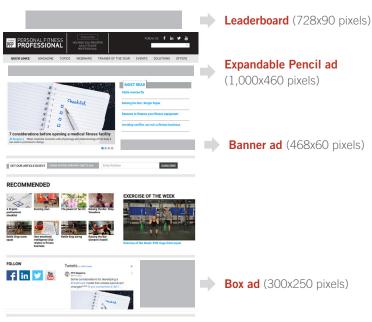
E-NEWSLETTER & WEB OPPORTUNITIES

2020 MEDIA KIT



REACH MORE THAN **12,000** ACTIVE SUBSCRIBERS

DUE DATES	
lssue	Material Due
Jan 1,15&29	Dec 20
Feb 12 & 26	Feb 5
Mar 11 & 25	Mar 4
Apr 8 & 22	Apr 1
May 6 & 20	Apr 29
June 3 & 17	May 27
July 1, 15 & 29	June 24
Aug 12&26	Aug 5
Sep 9 & 23	Sep 2
Oct 7 & 21	Sep 30
Nov 4 & 18	Oct 28
Dec 2, 16 & 30	Nov 25



WEB OPPORTUNITIES 18,000+ Page Views Per Month

3-Month Sponsorship Package \$2,250

- Sponsor an editorial content topic of your choice and receive an ad with a direct link on 100-200 articles
- ▶ (1) Leaderboard ad: 728x90 pixels
- (1) Expandable Pencil ad: 1,000x460 pixels
- (1) Banner ad 468x60 pixels or (1) Box ads 300x250 pixels

6-Month Sponsorship Package \$4,000

- Sponsor an editorial content topic of your choice and receive an ad with a direct link on 100-200 articles
- ▶ (2) Leaderboard ads: 728x90 pixels
- ▶ (2) Expandable Pencil ads: 1,000x460 pixels
- ▶ (2) Banner ads 468x60 pixels or (1) Box ads 300x250 pixels

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TRAINER OF THE YEAR & SUPPLEMENT ISSUES

2020 MEDIA KIT



In its 16th year, the PFP Trainer of the Year Award is among the most revered in the fitness industry. The 2021 PFP Trainer of the Year will be selected from our 2020 Trainer of the Month winners, representing fitness professionals impacting the industry. Among many benefits, sponsors will receive over 1.2 million impressions throughout 2020.

GOLD SPONSORSHIP: \$5,000

Donate a \$1,000 gift prize and the total cost is \$4,000. There is a \$500 max discount, but your donation can be worth more; a piece of equipment, free software for a year, etc.

SILVER SPONSORSHIP: \$2,500

Donate a \$500 gift prize and the total cost is \$2,000. There is a \$500 max discount, but vour donation can be worth more: a piece of equipment, free software for a year, etc.

AS A SPONSOR YOU WILL RECEIVE THE FOLLOWING MARKETING FROM MARCH - DECEMBER

- ▶ Eblasts: 220,000+ impressions (Name recognition and/or logo with link in all blasts)
- ▶ Enewsletters: 264,000+ impressions (Logo in all Enewsletter blasts)
- ▶ Partner Sharing: 250,000+ impressions Print & Digital: 151,000+ impressions
- ▶ Web: 100,000+ impressions
- ▶ Social: 40,000+ impressions
- Excel spreadsheet of all applicants

SUPPLEMENT ISSUES

Issue

Jan-Feb (Winter) Issue April-May (Spring) Issue June-July (Summer) Issue Nov-Dec(Looking Ahead) Issue

Package 1

- ▶ 2-page educational article
- ▶ Full-page ad in supplement issue
- Full-page ad in standard print issue
- ▶ New product announcement if applicable in standard issue
- Event listing(s) if applicable in standard Issue
- Logo on the cover
- ▶ Mailed to 18,000+ subscribers
- Delivered to 13,000+ digital-only subscribers
- ▶ Digital issue blasted 2x
- ▶ Digital link of the issue
- ▶ PDF file of the issue
- ▶ Five (5) complimentary copies

Cost = \$6,000

Theme

Mind-Body Movement **Professional Services CECs/Certification** Technology

In 2020, PFP will be offering four (4) 16-page supplement issues in conjunction with the regular print issue. These will offer partners a great opportunity to deliver educational content as an industry thought leader and company branding based on the theme of the supplement.

Package 2

- ▶ 1-page educational column
- Full-page ad in supplement issue
- ▶ New product announcement if applicable in standard issue
- Event listing(s) if applicable in standard Issue
- Logo on the cover
- ▶ Mailed to 18,000+ subscribers
- Delivered to 13,000+ digital-only subscribers
- Digital issue blasted 2x
- Digital link of the issue
- ▶ PDF file of the issue
- ▶ Five (5) complimentary copies

Cost = \$4,500

Package 3

- ▶ Full-page ad in supplement issue
- ▶ Logo on the cover
- ▶ Mailed to 18.000+ subscribers
- Delivered to 13,000+ digital-only subscribers
- Digital issue blasted 2x
- Digital link of the issue
- ▶ PDF file of the issue
- ▶ Five (5) complimentary copies

Cost = \$3,500

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TERMS & CONDITIONS

2020 MEDIA KIT

1. Acceptance or execution of an order is subject to Publisher's approval. Publisher reserves the right to reject any advertising which he feels does not conform to publication standards or for any other reason at any time without liability, even though previously acknowledged or accepted. Those advertisements which, in the judgment of the Publisher, look like editorial pages shall be marked "Advertisement."

2. Advertiser and Agency shall assume liability for all content, including copy, text, display, illustration and representation. Such content is published upon the understanding that Advertiser and Agency are fully authorized to and may lawfully publish and cause such publication to be made. Advertiser and Agency agree to indemnify and hold harmless Publisher from any and all liability, loss and expense of any nature arising out of such publication.

3. All rates and units of space are subject to change on notice from publisher. Advertisers are protected at their rate 60 days after effective date of new rates.

Orders for specific units of space and dates of insertion are necessary. Options on covers must be exercised by specific closing date with a non-cancelable contract.
 Publisher assumes no responsibility for errors in key numbers or telephone numbers. No deduction for errors in these numbers allowed. Orders that contain incorrect rates or conditions shall be inserted and charged at regular schedule of rates.

6. Cancellation of any portion of a contract nullifies all rate protection. Any cancellations of orders must be made 60 days prior to the closing date to the publisher.

7. Advertiser will be short-rated or rebated at expiration or termination of contract if different rates or discounts earned or space actually used.

8. Costs incurred by Publisher in preparing material for publication will be charged to Advertiser. All advertisements ordered set and not used will be charged to Advertiser for composition.

9. Publisher may cancel any contract upon default of payment or breach of any contract provision.

10. Advertiser assumes all responsibility for compliance with United States Postal Regulations, Federal and State laws and regulations on any insertion.

11. Publisher will not be held liable for consequential costs due to loss or damage incurred beyond Publisher's control. The liability of Publisher for any error which may be held legally responsible will not exceed cost of space occupied by the error. Publisher will not, in any event, be liable for loss of income, profits and/or consequential damages. 12. Conditions appearing on contracts, orders or copy instructions which conflict with Publisher's contract and/or policies will not be binding on Publisher.

13. A finance charge of 1.5% will be applied to any balance over thirty (30) days after invoice date (APR 18%).

14. Insertion Order: MadMen3 Inc. ("MadMen3") agrees to deliver, and Advertiser agrees to pay for, the services on the applicable Insertion Order ("IO") which IO is incorporated herein by this reference according to the rates specified on the IO and subject to these Terms.

15. Cancellation: Advertiser may cancel the IO within fifteen (15) days prior written notice ("Notice Period"); provided that the Advertiser shall be financially responsible for days ad has run up to and through the end of the Notice Period. Cancellation must be sent via fax to MadMen3 at 608-241-8666 (Attn: Billing) and will be deemed given upon MadMen3's confirmation of receipt.

16. Ad Material; Late Creative: Artwork, copy, other content, active URLs and other components of the advertisement (collectively, "Ad Materials") must comply with MadMen3's criteria and specifications found on the Media Kit for its applicable Web sites ("Policies") as updated from time-to-time at MadMen3's discretion. Ad Materials must be received at least five (5) business days prior to the scheduled start date or within the timeframe in the Web specifications for the applicable ad type if such timeframe is greater. If Ad Materials are not received within such timeframe, or if provided incorrectly or inconsistent with the Web specifications, then guaranteed delivery and MadMen3's obligations will be reduced pro-rata for the period of time that reserved space was not filled.

17. Editorial Approval: All Ad Materials are subject to MadMen3's approval. MadMen3 reserves the right, at any time and for any reason in its discretion, to reject, cancel or cease publication of any Ad Materials, space reservation, or position commitment, without any liability for the same.

18. Payment Terms: Advertiser will be invoiced at the beginning of advertising period for the amount on the IO and payment shall be made to MadMen3 within 30 days from date of invoice ("Due Date"). If Advertiser fails to make a timely payment, Advertiser will be responsible for all reasonable expenses (including attorneys' fees) incurred by MadMen3 in collecting such amounts. MadMen3 reserves the right to suspend credit and/or performance of its obligations if Advertiser fails to make timely payment. If agency is the signing party placing an IO for the benefit of its client, then agency is responsible for all payments hereunder regardless of whether it has received payment from its client; however, MadMen3 reserves the right to hold the agency and its client jointly and severally liable for all payments.

19. Warranties; Indemnity: Advertiser hereby represents and warrants to MadMen3 that Advertiser has the right to publish the Ad Materials in the form delivered and manner published without infringing or violating the rights of any third party or violation of any law, rule or regulation. Advertiser agrees, at its own expense, to indemnify, defend and hold harmless MadMen3, its employees, officers, representatives, agents and affiliates, against any and all claims, demands, suits, actions, proceedings, damages, liabilities, costs, expenses and losses of any kind (including reasonable attorneys' fees and costs) arising out of or relation to (a) the publication of any advertisement hereunder, (b) the Ad Materials or any matter of thing contained in any advertisement, and/or (c) any material of Advertiser in which users can link through any advertisement (including but not limited to, claims of trademark or copyright infringement, libel, defamation, breach of confidentiality, privacy or data protection violation, false, deceptive or misleading advertising or sales practices). If the agency is the Signing Party placing an IO for the benefit of its client, then the client and agency shall each be considered the agent, to bind its client to these Terms and the IO. MadMen3 makes no warranty of any kind with respect to its web sites or services to be delivered hereunder and hereby disclaims any and all warranties, express or implied, including without limitation, all warranties of merchantability, fitness for a particular purpose, and non-infringement. All services are provided on an as is basis without guarantee. 20. Limitation of Liability: MadMen3 shall not be liable to advertiser, Its agency or any third party under or in relation to these terms or any IO exceed the fees actually paid to MadMen3 for the advertisement giving rise to such liability.

21. Miscellaneous: MadMen3 shall not be liable to Advertiser or its agency for delay or default in the performance of or completion of Services under the IO or these Terms, if cause by conditions beyond its control, including but not limited to, any act of God, governmental authority, or war, terrorist act, riot, labor stoppage or slowdown, fire, flood, severe weather, earthquake, accident, telecommunications or network failure, failure to the Internet, or electrical outages. These Terms, together with the IO, shall be governed and construed in accordance to the laws of Wisconsin, federal courts located in Wisconsin, with respect to any legal proceeding arising out of the IO or Terms, waiving all defenses with respect to jurisdiction, forum and venue. These Terms and the IO are the complete and exclusive agreement between parties with respect to the subject matter and supersede any prior or contemporaneous agreements, negotiations and communications, whether written or oral, between the parties regarding such subject matter. The Terms and IO may only be modified, or any rights under it waived, by a written document executed by both parties. MadMen3 will not be bound by any terms or conditions, printed or otherwise appearing on any purchase order, copy instructions, contract or other documents submitted by advertiser or its agency, or expressed orally. To the extent of any conflict, these Terms shall prevail over the IO and Policies. These Terms and the IO are specifically between and for the benefit of MadMen3 and Advertiser, and no other person or entity whatsoever (including without limitation, Advertiser's agency) shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of these Terms or the IO as a third party beneficiary or otherwise. All obligations and liabilities which by their nature are intended to survive shall survive termination or expiration of these Terms and the IO for any reason. The IO and Terms may be executed in multiple counterparts and by facs

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