

*bought and trusted by owner operators and professional drivers contract / insertion order*

## TERMS & CONDITIONS

**ISSUANCE:** Fuel Finder is published annually by TR Publications, Inc. ("Publisher")

**CLOSING DATE:** September 1, 2011

**COMMISSIONS AND TERMS:** With approved credit, advertisements are billed upon publication. A 1.5% per month service charge is added to unpaid accounts after 30 days. All rates are NET to Publisher. Publisher reserves the right to hold Advertiser and its agency jointly and severally liable for such monies as are due Publisher plus reasonable costs of collection including attorneys' fees and court costs.

**INDEMNITY:** Advertiser and its agency, jointly and severally, agree to defend and save harmless Publisher against any and all loss, expense, cost of defense including attorneys' fees and court costs, or other liability resulting from or related to any and all claims or suits that may arise out of publication and distribution of Advertiser's advertisement.

**OMISSIONS AND ERRORS:** Publisher reserves the right to omit all or part of any advertisement and Advertiser and its agency agree to not hold Publisher liable for such omissions. Publisher's liability for errors will not exceed amounts paid by Advertiser to Publisher for advertising space.

**CHOICE OF LAW AND VENUE:** All advertisements are subject to acceptance by Publisher. This contract is therefore deemed to have been entered into in Clearwater, Pinellas County, Florida. The parties agree that this contract is governed by the laws of the State of Florida and that any legal proceedings brought by either party may only be brought and maintained in the state and federal courts in or for Pinellas County, Florida. Each of the parties hereby waives the right to a trial by jury in the event of such litigation. The parties agree that the Terms & Conditions for this contract will prevail in case of any inconsistency or conflict with Advertiser's purchase order.

**ADVERTISER AND ITS AGENCY AGREE THAT PUBLISHER HAS NO LIABILITY FOR INCIDENTAL LOSSES DUE TO OMISSIONS OR ERRORS IN PUBLICATION OF ADVERTISEMENT**

## CONTRACT & INSERTION ORDER

INSERTION ORDER FOR (please check the appropriate box):

- Full Page (\$2,995)       Inside Front Cover (\$3,495)       Inside Back Cover (\$3,495)       Outside Back Cover (\$3,995)  
 2-Page Spread (\$5,275)

Net Amount Due Publisher: \$ \_\_\_\_\_

"Advertiser" (Company Name): \_\_\_\_\_

Bill To:

Purchase Order #: \_\_\_\_\_

Advertiser/Agency: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_

Attention: \_\_\_\_\_

Signature: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Title: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Special Instructions: \_\_\_\_\_

TR Publications, Inc. - Powering the Rand McNally Intelliroute® TND™ gps &  
Official Truck Stop Data Provider to NATSO - Representing America's Truck Stops and Travel Plazas