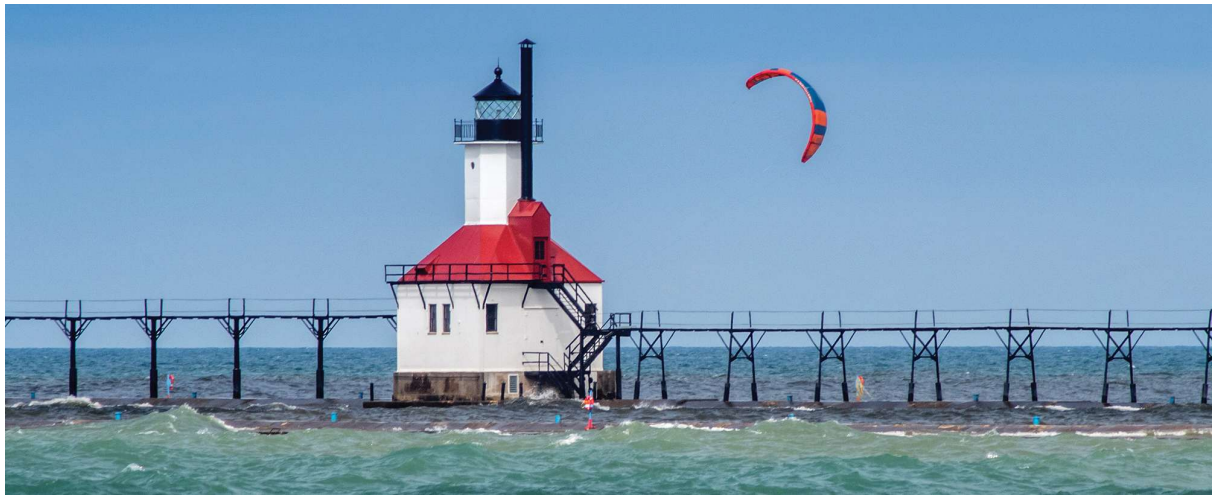
AAA
Explorer
THE MAGAZINE FOR AAA MISSOURI MIDWEST MEMBERS
MIDWEST
2026 MEDIA KIT

AAA Explorer Midwest

Deliver your message with a brand that members trust



AAA Explorer magazine is the most used AAA source for obtaining travel and leisure information by our members. *AAA Explorer Midwest:*

- Exclusive to AAA members in Missouri, Southern Indiana, and Eastern Kansas
- Offers impactful advertising opportunities
- Connects brands with an educated, affluent audience

DEMOGRAPHICS

47.2% male

52.8% female

56.9 average age

88.0% attended college

41.1% HHI $75k+

79.2% household owners

68.7% Use AAA magazine for travel and leisure information

74.4% Inspired to travel to destinations featured in AAA magazines

69.4% Trust the businesses that are advertised in AAA magazines

Circulation
565,000
AAA member **households** in the Midwest region

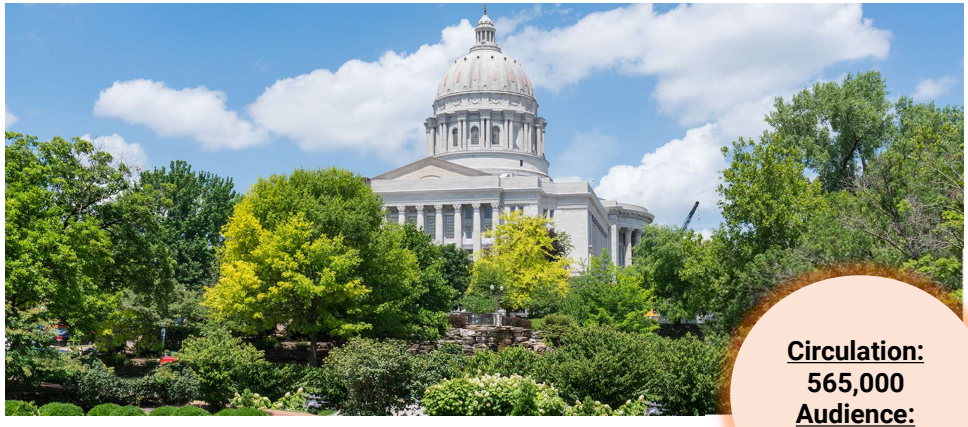
1,073,500
engaged readers

71.6%
read 3+ of 4 issues received

76.2%
took action as a result of reading

Source: ACE Market Research, 2021 Digital Content & AAA Magazine Readership Report, Oct 2021

AAA Explorer Midwest



Circulation:
565,000
Audience:
1,073,500

In Every Issue

Out & About: Places to go and things to see, near and far
Feature Stories: Leading writers share insight about regional travel, food, history, and culture
Stand-Out Photography: Top travel photographers capture vivid images from around the globe
Ask the Traveler: Advice from a well-traveled expert
Drive Smart: News you can use from an award-winning automotive journalist
Smart Coverage: Insurance topics to help inform readers about trends
Tank Trip: Weekend getaways to Midwestern destinations
Things to Do: A last look at attractions, exhibits, and events in our region

Print Editorial Calendar

FEB MAR APR

FEATURE
Route 66: In honor of the Mother Road's 100th anniversary, we're driving from Chicago to L.A. to understand what this uniquely American experience can teach us about ourselves.
Close: *11/3/2025* | **Materials:** *11/10/2025* | **In Home:** *12/27/2025*

MAY JUN JUL

FEATURE
Pushing the Limits: Take your vacation to the next level. In our collection of personal travel tales, writers trek across the globe to learn new skills and test their mettle.
Close: *2/2/2026* | **Materials:** *2/9/2026* | **In Home:** *3/24/2026*

AUG SEP OCT

FEATURE
Colorado Hot Springs: Set amid majestic mountain vistas, the Centennial State's mineral-rich hot springs provide unrivaled relaxation—and a solid excuse for a road trip.
Close: *5/1/2026* | **Materials:** *5/8/2026* | **In Home:** *6/23/2026*

NOV DEC JAN

FEATURE
Whoa, Canada: From witnessing the Aurora Borealis atop a frozen lake to slumbering in a hotel made of ice, we're detailing 10 one-of-a-kind experiences in each province.
Close: *8/3/2026* | **Materials:** *8/10/2026* | **In Home:** *9/23/2026*

*Deadlines subject to change, effective 9/19/2025

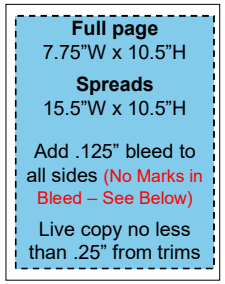
AAA Explorer Midwest

General Advertising Rates & Specifications

Refer to the next page **for print ad requirements**

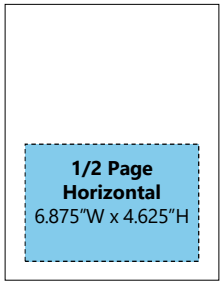
Full Page

1x	$18,450
2x	$17,520
4x	$16,640



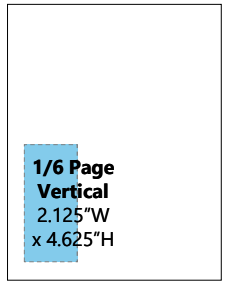
1/2 Page

1x	$11,060
2x	$10,520
4x	$9,980



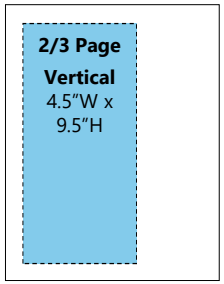
1/6 Page

1x	$3,690
2x	$3,500
4x	$3,320



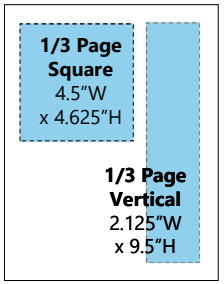
2/3 Page

1x	$12,900
2x	$12,270
4x	$11,650



1/3 Page

1x	$7,370
2x	$7,010
4x	$6,660



AAA Explorer Midwest

Ad Dates & Requirements

AD CLOSE DATES

Jan/Feb/Mar	Apr/May/Jun	Jul/Aug/Sep	Oct/Nov/Dec
Space Close: 12/1/2025	*Space Close:* 3/2/2026	*Space Close:* 5/26/2026	*Space Close:* 9/1/2026
Materials Due: 12/8/2025	*Materials Due:* 3/9/2025	*Materials Due:* 6/2/2026	*Materials Due:* 9/9/2026
In-Home Date: 1/24/2026	*In-Home Date:* 4/23/2026	*In-Home Date:* 7/23/2026	*In-Home Date:* 10/24/2026

PRINT AD REQUIREMENTS

- *Ads must be submitted as a PDF/X1a*
- *File must be flattened prior to saving as a PDF/X1a*
- *File must be high resolution (300 dpi)*
- *CMYK or grayscale (no spot colors, RGB, LAB, or ICC color profiles) with a maximum density of 300*
- *Fonts should be embedded*
- *Trim, bleed and center marks must be 4color Registration*
- *All marks including (trim, center, and color bars) must be outside of the bleed area with offset at .1667 inch*

All print ads must be uploaded to **https://acepubs.sendmyad.com**

Please be sure that you advertisement is created to specifications prior to uploading. Your first upload on https://acepubs.sendmyad.com is FREE. Additional ad uploads may incur additional production charges.

Production questions? Jessica Cabading • 714-885-2392 • cabading.jessica@ace.aaa.com

AAA Explorer Midwest

eNewsletter

Audience:
403,000

Reach a **digitally-engaged** audience of AAA members who have **opted in** to receive the *AAA Explorer Midwest* eNewsletter and align your brand with premium digital content.

BANNER — $4,500

Image: 1200px W x 240px H (JPG, GIF, Photoshop Files), 72 ppi, RGB
Website URL

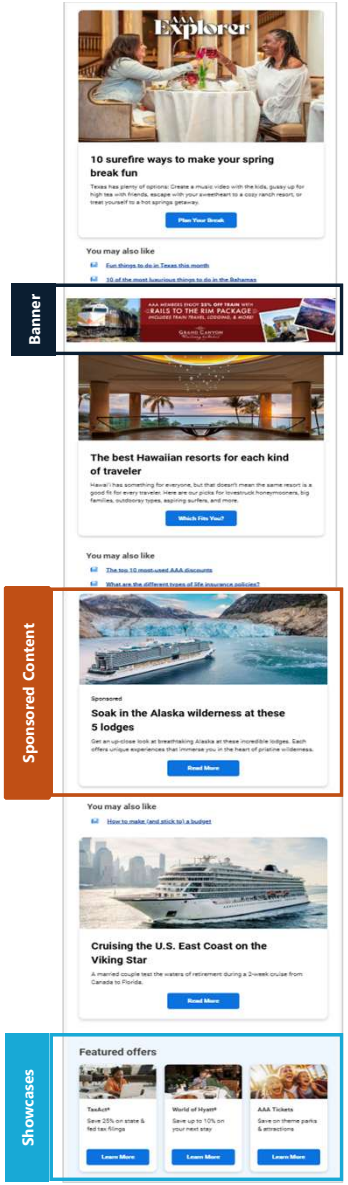
SPONSORED CONTENT — $7,000

eNewsletter Feature
Image: 1360 px W x 600px H (JPG. PNG)
Headline: 40 characters w/ spaces
Description: 200 characters w/ spaces

Content Page
Copy: 1000 words max
Photos: 680px W x 380px H. minimum of 1, landscape orientation preferred

SHOWCASES — $3,000

Business Name: 30 characters w/ spaces
Image: 800px W x 430px H
Clean image with no text
Offer/Copy: 35 characters w/ spaces
Website URL



AAA Explorer Midwest

Digital Ad Calendar

JANUARY
CLOSE: **10/30/2025**
MATERIALS: **11/6/2025**
SEND: **1/7/2026**

FEBRUARY
CLOSE: **11/26/2025**
MATERIALS: **12/3/2025**
SEND: **2/4/2026**

MARCH
CLOSE: **1/2/2026**
MATERIALS: **1/9/2026**
SEND: **3/4/2026**

APRIL
CLOSE: **2/10/2026**
MATERIALS: **2/17/2026**
SEND: **4/1/2026**

MAY
CLOSE: **3/10/2026**
MATERIALS: **3/17/2026**
SEND: **5/6/2026**

JUNE
CLOSE: **4/7/2026**
MATERIALS: **4/14/2026**
SEND: **6/3/2026**

JULY
CLOSE: **5/8/2026**
MATERIALS: **5/15/2026**
SEND: **7/1/2026**

AUGUST
CLOSE: **6/9/2026**
MATERIALS: **6/16/2026**
SEND: **8/5/2026**

SEPTEMBER
CLOSE: **7/10/2026**
MATERIALS: **7/17/2026**
SEND: **9/2/2026**

OCTOBER
CLOSE: **8/7/2026**
MATERIALS: **8/14/2026**
SEND: **9/30/2026**

NOVEMBER
CLOSE: **9/10/2026**
MATERIALS: **9/17/2026**
SEND: **11/4/2026**

DECEMBER
CLOSE: **10/9/2026**
MATERIALS: **10/16/2026**
SEND: **12/2/2026**

*Deadlines subject to change, effective 9/19/2025

*With its monthly **eNewsletter**,*
AAA Explorer Midwest brings readers more inspiring ideas for…

- Local events and activities
- Weekend getaways
- Places to eat

AAA Explorer

THE MAGAZINE FOR AAA MISSOURI MIDWEST MEMBERS

For the six months ended December 31, 2024

EDITORIAL OVERVIEW:

AAA Explorer (Midwest Members Edition) is a magazine written and edited specifically for AAA members throughout Missouri;30 counties in Illinois, five counties in Kansas and 12 counties in Indiana. It offers timely coverage of local issues, plus vital consumer information about travel, insurance, automobiles and safety issues. In addition, the magazine contains departments offering expert advice for travelers and motorists, and money saving opportunities on local attractions, events and travel.

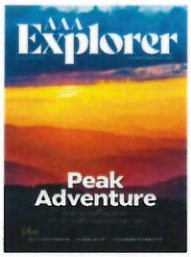
FREQUENCY: 4 times per year

TOTAL VERIFIED CIRCULATION

	Oct/Nov/Dec 2024 Issue	%	Rate Base	Above (Below)	%Above (Below)
Subscriptions					
Verified	604,430	100%			
Total Verified Subscriptions	**604,430**	**100%**			
Single Copy Sales	N/A				
Total Verified Circulation	**604,430**	**100%**	**611,000**	**-6,570**	**-1.1%**

CIRCULATION BY ISSUE

Issue	Circulation	
Jul/Sep/Oct	611,137	
Oct/Nov/Dec	604,430	*



3 YEAR TREND

	2022	%	2023	%	2024	%
Subscriptions						
Verified	637,987		626,908		604,430	
Total Verified Subscriptions	**637,987**		**626,908**		**604,430**	
Single Copy Sales	N/A		N/A		N/A	
Total Verified Circulation	**637,987**		**626,908**		**604,430**	
Year Over Year Percent of Change				-1.7%		-3.6%
Average Annualized Subscription Price	$3.00		$3.00		$3.00	

*Membership subscription in force as of August 4, 2024

CIRCULATION BY STATE AS OF OCTOBER 1, 2024

State	Subscriptions
Alabama	452
Arizona	503
Arkansas	-
California	979
Colorado	528
Connecticut	66
Delaware	23
District of Columbia	44
Florida	1,764
Georgia	504
Idaho	64
Illinois	50,103
Indiana	29,845
Iowa	223
Kansas	60,736
Kentucky	291
Louisiana	-
Maine	68
Maryland	160
Massachusetts	159
Michigan	266
Minnesota	166
Mississippi	-
Missouri	452,647
Montana	58
Nebraska	132
Nevada	157
New Hampshire	49
New Jersey	117
New Mexico	113
New York	288
North Carolina	521
North Dakota	19

State	Subscriptions
Ohio	330
Oklahoma	433
Oregon	148
Pennsylvania	261
Rhode Island	34
South Carolina	242
South Dakota	50
Tennessee	773
Texas	-
Utah	87
Vermont	25
Virginia	368
Washington	302
West Virginia	34
Wisconsin	184
Wyoming	41
TOTAL 48 CONTERMINOUS STATES	**604,357**
Alaska	29
Hawaii	38
TOTAL ALASKA & HAWAII	**67**
U.S. Unclassified	-
TOTAL UNITED STATES	**604,424**
Poss. & Other Areas	6
U.S. & POSS., etc.	**604,430**
Canada	-
International	-
Other Unclassified	-
Military or Civilian Personnel Overseas	0
GRAND TOTAL	**604,430**

AAA Explorer
THE MAGAZINE FOR AAA MISSOURI MIDWEST MEMBERS

VERIFICATION OF CIRCULATION

USPS Form 3548

Publication Title	AAA Explorer (Midwest Members Edition)	**Issue Verified**	Oct/Nov/Dec 2024
Issue Frequency	4 times per year	**Date**	10/1/2024

Distribution Information	
Total Number of Direct Subscriptions *(Including gift subscriptions)*	None
Total Number of Subscriptions as Part of Dues	604,430
Total Number of Paid Subscriptions Through Agents	None
Total Number of Direct Requests Including Internet and Telephone *(Only for requester publications)*	None
Single Copies Sold Over Counter, Coin Machines, Street Vendors	None
Copies Furnished to News Agents and Dealers	None
Copies Purchased in Bulk Other Than News Agents and Dealers/Bulk Requests *(Not invariably paid)*	None
Other Requested Copies	None
Advertiser Proof Copies *(No more than one copy per advertiser)*	None
Exchange Copies	None
Other Paid Circulation *(Specify)*	None
Nonsubscriber or Nonrequester Copies *(Other)*	669
Total Circulation	604,430
Total Distribution	605,099
Copies Furnished to News Agents and Not Sold *(Returned or destroyed)*	None
Office Copies, Spoiled Checking Copies, etc.	2,725
Total Production	607,824
Percent Circulation	99.9%

We certify that to the best of our knowledge all data set forth in this Publisher's Statement are true and report circulation in accordance with the United States Postal Service.

Parent Company: Automobile Club of Missouri
AAA Explorer (Midwest Members Edition)
12901 N. Forty Drive
St. Louis MO 63141
P: (314) 523-7350
F: (314) 523-6982
www.aaa.com

JOHN SILVER
Circulation & Distribution

Date Signed: 3/25/25

JOHN MCQUEEN
Publisher

BRIAN HOWELL
Manager Advertising Sales

3/25/25

AAA Explorer

Rate Card: Terms & Conditions 2026

Print Rate Card #76
Digital Rate Card #7
Effective January 2026

1. TERMS OF SALE
Net 30 days from date of invoice. First-time advertisers must prepay by the Ad Close date as defined on applicable Rate Card pages of the 2026 Media Kit, These Terms & Conditions and the rate card pages of the 2026 Media Kit shall be collectively referred to as the "Rate Card.". Publisher reserves the right to request further prepayment as long as Publisher desires.

2. COMMISSION
15% paid to recognized agency on space, position, color and bleed charges, provided the account is paid within 30 days from invoice date.

3. SHORT RATES AND REBATES
Each ad counts as one insertion. Frequency Discounts (as shown in the Rate Card) may be earned with any combination of different size insertions used during a 12-month period. If a greater frequency discount is earned, a rebate will be made. If the billed rate is not earned, the short rate will be based on the number of insertions actually run during the contract period. See Advertising Contract Provisions (Section 7) below for more details.

4. CANCELLATIONS
Cancellations must be received from Advertiser in writing prior to the applicable Materials Due date as defined on the Rate Card; all orders are non-cancellable after Materials Due date of the relevant issue. (See Advertising Contract Provisions (Section 7).)

5. SEND ALL INSERTION ORDERS TO:
AAA Explorer Midwest
Attn: Publication Sales
3333 Fairview Road
Mail Stop A327
Costa Mesa, CA 92626-1698

6. COPY REGULATIONS
A. The caption line "ADVERTISEMENT" or "SPONSORED CONTENT" shall be placed at the top of advertisements that either carry no signature or resemble editorial pages.

B. When new ad material, covered by an uncancelled Insertion Order is not received by the applicable Materials Due date, the copy run in the previous Issue (if any) will be inserted.

C. Publisher will not be bound by any terms or conditions, printed or otherwise, appearing on any order blank or copy instructions, when such conditions conflict with the Rate Card, including these Terms & Conditions, Publisher's Advertising Policy Guidelines (Section 8) below, and the Advertising Contract Provisions (Section 7) below.

7. ADVERTISING CONTRACT PROVISIONS
A. In order to place advertising with Automobile Club of Southern California, the publisher of *AAA Explorer Midwest* ("Publisher") and Advertiser (as defined below) shall complete and execute an Advertising Contract & Insertion Order (the "IO," together with the Rate Card, including these terms and conditions, collectively referred to as this "Contract"). "Advertiser" means the party designated in the IO as "CLIENT," unless an "AGENCY" is also designated in the IO, in which event, the party designated as "AGENCY" shall be the Advertiser hereunder. The publication indicated in the IO shall be referred to as the "Publication," the digital newsletter indicated in the IO shall be referred to as the "eNewsletter" and the issue(s) of the Publication and/or eNewsletter designated in the IO shall be referred to as the "Issue(s)."

B. Advertiser shall have the right, without liability to Publisher, to terminate the entire Contract at any time prior to the Ad Close date for the first insertion ordered under the Contract's IO.

C. Once the Ad Close date for any Issue has passed, but the Materials Due date for that Issue has not yet passed, Advertiser may, by written notice to Publisher received prior to the Materials Due date, cancel Advertiser's insertion for that issue by paying 10% of the Net Rate.

D. Once the Ad Close date and the Materials Due date for any Issue has passed, Advertiser may only cancel an insertion for that Issue with the written consent of Publisher and upon payment of 100% of the Net Rate for that insertion within 30 days after the invoice date. Advertiser's failure to provide materials for an insertion in an Issue on or prior to the Materials Due date for that Issue shall be deemed a cancellation of such insertion, unless Publisher agrees in writing to an extension of the Materials Due date for that particular insertion.

E. Advertiser's cancellation of any insertion specified in the IO automatically nullifies any rate protection and any preferred position reservation as to any remaining insertions specified under the IO.

F. Publisher shall have the right, at its sole discretion, to terminate this Contract at any time, without cause, by written notice to Advertiser, in which event Advertiser shall pay for insertions already published, and any Frequency Discount contracted for in the IO shall apply irrespective of the actual number of insertions published prior to such termination by Publisher.

G. Publisher shall have the right to terminate this Contract and any other agreements, contracts or insertion orders entered into by Advertiser and Publisher, at any time with or without notice to Advertiser upon the occurrence of any of the following ("Events of Default"): (i) a failure by Advertiser to pay in full any invoice on or prior to its due date, (ii) an insertion specified in the IO that was not published within the Contract Period (as defined in the IO) as a result of one or more cancellations by Advertiser, or (iii) a breach by Advertiser of any other provisions of the Contract. In the event of such termination by Publisher, Advertiser shall pay Publisher for insertions already published at the Net Rate. Failure of Publisher to terminate this Contract upon the occurrence of an Event of Default shall not be deemed a waiver of Publisher's right to terminate this Contract by reason of any subsequent Event of Default.

H. The IO may be cancelled when it becomes impossible to carry out the obligations specified in the IO due to causes beyond the reasonable control of the parties including, but not limited to, man-made catastrophes (e.g. riots, acts of terrorism, war, government action, shortage of power or other technical failure beyond the control of the parties) or natural catastrophes (e.g. fire, flood, hurricane, earthquake, explosion, pandemic, volcanic eruption). Lack of funds shall not be deemed to be a force majeure event.

I. Publisher reserves the right to revise its advertising rates at any time. Any new rate immediately applies to insertions not previously covered by the Contract's IO. Insertions already covered by the IO may receive rate protection only if published in the six months immediately following the date when the new rates become effective. Advertiser may terminate this Contract on the date new rates become effective, provided that prior to said effective date, Advertiser gives to Publisher written notice of such termination; and, in the event of such termination, Advertiser shall be liable for insertions already published and any earned Frequency Discount contracted for in the IO irrespective of the actual number of insertions actually published prior to termination.

J. Publisher reserves the right at Publisher's sole discretion to revise or reject any advertisement or portion thereof. Publication of advertising copy shall not affect Publisher's right to revise or reject the same copy thereafter. (See Advertising Policy Guidelines (Section 8) below.)

K. Advertiser represents and warrants that any material submitted to Publisher is original; truthful and not misleading; does not violate any law or other governmental rule or regulation (including, without limitation, any law, rule or regulation enforced by the Federal Trade Commission) or infringe any third party's copyright, trademark, trade name, patent, or other intellectual property rights; and contains no matter that is libelous, an invasion of privacy, an unlawful appropriation of the name or likeness, or otherwise injurious to the rights of any person. In addition, Advertiser has obtained all necessary consents prior to submission to Publisher. Advertiser assumes responsibility for all content (including, but not limited to, text, representations, names, photographs, and illustrations) of advertisements submitted. Advertiser agrees to indemnify, defend and hold harmless Publisher, its Affiliates (as defined below) and their respective officers, members of their governing boards, employees and agents, against any and all claims, losses, liabilities and expenses, including attorney's fees and legal expenses, resulting from or attributable to the publication of any material submitted by Advertiser under this Contract or the breach of this Contract by Advertiser. As used herein, the term "Affiliate" means an entity that directly, or indirectly through one or more entities, controls, is controlled by, or is under common control with, the specified entity

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Doc Version: 8-26-25

Furthermore, Advertiser represents and warrants to Publisher that it is fully authorized to use and publish the entire contents and subject matter of all submitted advertisements and the content and function of any URL links (including without limitation, all text, graphics, video, voice, audio, data, music, and URL links), and materials will comply with all applicable laws and regulations.

L. Any marked confidential information and proprietary data provided by either party, including the Ad description and the pricing of the Ad set forth in the IO, shall be deemed "Confidential Information" of the disclosing party. Confidential Information shall also include information provided by each party, which under the circumstances surrounding the disclosure would be reasonably deemed confidential or proprietary. Confidential Information, whether or not marked Confidential, shall not be released by the receiving party to anyone except an employee or agent who has a need to know same. Such receiving parties shall include third parties through which services are provided. Neither party will use any portion of Confidential Information provided by the other party hereunder for any purpose other than those provided for under the IO and these Terms. Notwithstanding anything contained herein to the contrary, the term "Confidential Information" shall not include information which: (i) was previously known to a party; (ii) was or becomes generally available to the public through no fault of the receiving party ("Recipient"); (iii) was rightfully in Recipient's possession free of any obligation of confidence at, or subsequent to , the time it was communicated to Recipient by the disclosing party ("Discloser"); (iv) was developed by employees or agents of Recipient independently of an without reference to any information communicated to Recipient by Discloser; or (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. Notwithstanding the foregoing, either party may disclose Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law or as necessary to establish the rights of either party under the IO or the Contract; provided, however, that both parties will stipulate to any orders necessary to protect said information form public disclosure.

Unless otherwise stated, all personally identifiable information provided by individual web users is property of the Publisher and is considered Confidential Information. Any other use of such information must be set forth in the IO signed by both parties.

Advertiser will comply with at all times, all applicable federal, state and local law, ordinances, regulations and codes which are relevant to its performance of their respective obligations under the terms herein, and Advertiser shall remain solely responsible for the compliance of the Ad.

M. An IO that specifies pages or digital advertisement placement, directs insertion of advertising in a special position or on a designated page or specifies "or omit" will not be accepted. Publisher will use reasonable efforts to comply with the IO requirements to create a reasonably balanced delivery schedule for digital advertisements and interactive content. Additionally, any provision in the IO specifying or barring the use of any page because of the kind of news or advertising on that page, on its reverse side or on the facing page will not be legally binding upon Publisher but will be treated as a request only. Discontinuance of advertisements ordered, and changes or cancellations of advertisements must be given in writing. No oral agreements will be recognized.

N. Agreement to Mediate:
Except as provided herein, no civil action with respect to any dispute, claim or controversy between Publisher and Advertiser arising out of or relating to this Contract (including the Rate Card) may be commenced until the matter has been submitted to JAMS for mediation at a location in the County of Orange, State of California. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings, which shall, in any event, commence no later than 90 days after delivery to the other party of the foregoing written request for mediation.

The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, the good faith completion of which the parties hereto agree is a condition precedent to the filing of any civil action by either party with respect to any dispute, claim or controversy that is subject to this Agreement to Mediate. Mediation may continue after the commencement of a civil action, if the parties so desire.

The provisions of this Section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered."

O. IN THE EVENT OF ANY ERROR OR OMISSION IN PRINTING, DIGITAL ADVERTISEMENT, OR OTHER INADVERTENT PUBLICATION OF AN ADVERTISEMENT, PUBLISHER'S LIABILITY SHALL NOT EXCEED THE COST OF THE SPACE USED OR THE COST OF THE INSERTION OMITTED. IN THE EVENT OF ANY OTHER BREACH OF PUBLISHER'S OBLIGATIONS UNDER THIS CONTRACT, PUBISHER'S LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY ADVERTISER TO PUBLISHER UNDER THIS CONTRACT. Publisher shall have no liability under this paragraph unless it receives written notice of the error or omission no later than 30 calendar days after the In-Home Date/Send Date as shown in the Rate Card) of the Issue in which or with respect to which the error or omission occurred. Where the same insertion is ordered for more than one issue, credit, if allowed, shall be for the first insertion only and may, at the sole discretion of Publisher, be given in the form of republication of the corrected advertisement. No adjustment will be made under circumstances in which Advertiser, its client or its agent is responsible for the error.

P. Advertiser authorizes Publisher, and any of its Affiliates or agents, to obtain credit reports in Advertiser's name at any time.

Q. To the extent Advertiser fails to pay any invoice from Publisher when due, Advertiser further agrees that Publisher may refer Advertiser's account to a collections agency. Advertiser acknowledges and agrees that Publisher, or any of its Affiliates or agents, may from time to time report the credit experience of Publisher, or one of its affiliates, with Advertiser to third parties, including, without limitation, governmental authorities and credit reporting agencies. Advertiser hereby waives and holds Publisher harmless from and against any and all claims that Advertiser may have as a result of such reporting.

R. If Advertiser fails to pay an invoice from Publisher when due and payable, a late payment charge of the Wall Street Journal Prime rate plus 2% per month (or the highest rate permitted by law), will be applied, as of the thirty-first (31st) day after the invoice date, to the outstanding balance of such invoice and the agency commission, if applicable, shall also be revoked on the 31st day.

S. Publisher shall have the right at any time, in its sole discretion, to require prepayment for any advertising under this Contract (or any other insertion order submitted by Advertiser or Advertiser's client) on such terms as it may see fit. If Advertiser fails to make a prepayment within five (5) business days after delivery to Advertiser of a written demand from Publisher therefore, Publisher shall have the right to immediately terminate this Contract and any other agreement or insertion order entered into by Advertiser and Publisher, without further notice to Advertiser and without any liability to Publisher.

T. If Advertiser is an agency placing advertising on behalf of a client:

1. This Contract shall have no force or effect until: (a) such Client has executed and delivered to Publisher a letter on a form provided by Publisher, providing for, among other things, such Client's liability if Advertiser fails to make timely payment of amounts owing to Publisher under this Agreement, or (b) Publisher waives in writing the requirement set forth herein.

2. This Contract creates a direct payment obligation of Advertiser to Publisher, irrespective of whether Advertiser is paid by its client, except to the extent Publisher receives valid payment from Advertiser's client.

3. Advertiser shall not be entitled to any advertising agency commission with respect to any invoice unless such invoice is paid within 30 days of invoice date.

U. Any notice required or permitted to be given under this Contract shall be in writing and shall be effective immediately upon receipt if delivered personally or by reputable national overnight delivery service, or two (2) working days from mailing such notice if mailed through the United States mail, certified, postage prepaid, return receipt requested, and addressed

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to each party as follows: (i) if to Publisher at *AAA Explorer Midwest*, 3333 Fairview Road, Mail Stop A327, Costa Mesa, CA 92626-1698, Attention: Publisher, and (ii) if to Advertiser, to the address(es) set forth in the boxes titled "Agency" and "Client" on the IO, to the extent either box is completed.

V. **IN NO EVENT SHALL PUBLISHER BE LIABLE TO ADVERTISER FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS CONTRACT, UNDER ANY THEORY OF LAW, EVEN IF PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

W. Advertiser agrees that no representations or warranties of any kind have been made to Advertiser by Publisher or by any of its agents and that no understanding has been made or agreement entered into other than that set forth in the Contract.

X. Paragraphs 7F, 7G, 7K, 7L, 7N, 7O, 7Q, 7U, 7V, 7X, and 7Y set forth herein shall survive expiration or termination of the Contract.

Y.. This Contract shall be governed by the laws of the State of California. Any legal action relating to this Contract shall be brought in a State or Federal Court sitting in the County of Orange, State of California, unless Advertiser and Publisher have initialed or executed an Agreement to Mediate, in which event, such Agreement to Mediate shall govern.

8. ADVERTISING POLICY GUIDELINES

A. All advertisements must be approved by Publisher, in its sole discretion, before they are deemed acceptable for publication in *AAA Explorer Midwest.*

B. Publisher reserves the right to inspect or test any product or service to be advertised before the advertisement is deemed acceptable. Publication of any advertisement for a product or service tested by Publisher shall not be deemed an endorsement thereof by Publisher.

C. All advertising copy must comply with Publisher's guidelines established for editorial material in word, illustration, and design.

D. Priority of available advertising space will be given to Advertisers of products and services that bear a relationship to the demographics of *AAA Explorer Midwest* subscribers. General categories include, but are not limited to: (1) automobiles, other vehicles, and transportation facilities; (2) accommodations, resorts, restaurants, recreational areas, tours, and cruises; (3) consumer electronics and sporting equipment; and (4) aftermarket products and services related to the above categories.

E. Advertisements of products or services in which Publisher or its Affiliates has a special expertise, or in which the ad might be construed as an endorsement must receive specific approval by Publisher with regard to the veracity of the ad or the product or service advertised. Examples include: (1) automotive products, (2) insurance products, (3) vehicle-repair business or products, (4) travel related products or services, and (5) group purchase plans.

F. Advertisements considered unacceptable (unless approved in advance in writing by Publisher in its sole discretion) include, but are not limited to, the following: (1) distilled spirits, tobacco products, any type of cigarettes, collectible coins, and precious metals; (2) real estate; (3) personal vanity products (such as those claiming to restore hair, reduce weight, remove fat, increase bust size, restore youth, improve sexuality); (4) get-rich-quick schemes, speculative offerings, and any claims made to amass personal fortunes or to guarantee "winning" (5) garish displays, unacceptable posture of models, or advertisements that might appeal to sensuous or prurient interests; (6) political candidates or causes; (7) religious persons or doctrines; (8) escort services; and (9) illegal or questionable products or services. Advertisements for other products or services not included in the categories set forth above may also be unacceptable if, in the sole discretion of Publisher, they are considered inappropriate for publication in *AAA Explorer Midwest.*

G. Any advertisement that references, or could reasonably be interpreted to imply a connection to, alcoholic beverages shall include thereon the following disclaimer in all capital letters: "PLEASE DRINK RESPONSIBLY AND ALWAYS USE A DESIGNATED DRIVER."

H. Any advertisement that references, or could reasonably be interpreted to imply a connection to, gaming (including, without limitation, any advertisement with a graphic depiction of gaming), shall include thereon the following disclaimer in all capital letters: "MUST BE AT LEAST 21 TO GAMBLE. PLEASE GAMBLE RESPONSIBLY."

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