



2009 Rate Card

rate card no. 48

Effective January 2009 Issue

2,800,000 Rate Base

Established 1966
Member: Audit Bureau of Circulations,
Magazine Publishers of America

The South. It's a place like no other, distinctive as a region, yet incredibly diverse. The South is mint juleps and margaritas; backyard barbecues and world-renowned restaurants. It's Washington, D.C., and the Mississippi Delta; Charleston's gardens and Florida's beaches. It's also the fastest growing region in the country. More than 109 million people call it home. More are moving there everyday—and reading *Southern Living*. For Southerners, our magazine is a guidebook, a resource for daily life. They use it, keep it, live by it. It's ideas and inspiration. It's a friend they can count on. It's the heart of Southern life.

GENERAL RATES

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4-COLOR

Page	\$170,000
2/3 page	119,500
1/2 page	97,100
Digest	97,100
1/3 page	68,900

BLACK & WHITE

Page	\$129,100
2/3 page	90,800
1/2 page	73,700
Digest	73,700
1/3 page	52,300

COVERS

2nd cover	\$204,000
3rd cover	187,000
Back cover	221,000

No Bleed Charge

Minimum size display ad is 1/3 page.

Copy change charge \$4,000

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Southern Living
The heart of Southern life

PERFECT BOUND DIMENSION SPECIFICATIONS

TRIM SIZE: 8-3/8" x 10-1/2"

SAFETY MARGINS: 1/2" from all bleed edges, except spreads which require 5/8" safety.

BINDING: Perfect, jogs to foot

PRE-PRINTED INSERTS

For pre-printed insert rates, contact a *Southern Living* Advertising Office. Copy for pre-printed inserts must be submitted to the *Southern Living* Advertising Production Department for approval before printing.

Card and Pre-printed Supplied Inserts are due at Quebecor Printing Company (Clarksville), on approximately the 20th of the second month preceding issue date.

AD SIZES	TRIM	BLEED	LIVE AREA	NON-BLEED
Page	8-3/8" x 10-1/2"	8-5/8" x 10- 3/4"	7-1/2" x 10"	7-1/2" x 10"
Spread	16-3/4" x 10-1/2"	17" x 10-3/4"	16" x 10"	16" x 10"
1/2 horizontal spread	16-3/4" x 5-1/4"	17" x 5-1/2"	16" x 4-7/8"	16" x 4-78"
2/3 vertical	5-3/8" x 10-1/2"	5-5/8" x 10-3/4"	4-5/8" x 10"	4-5/8" x 10"
1/2 horizontal	8-3/8" x 5-1/4"	8-5/8" x 5-1/2"	7-1/2" x 4-7/8"	7-1/2" x 4-7/8"
1/2 vertical	4-1/4" x 10-1/2"	4-1/2" x 10-3/4"	3-5/8" x 10"	3-5/8" x 10"
1/3 vertical	2-7/8" x 10-1/2"	3-1/8" x 10-3/4"	2-1/4" x 10"	2-1/4" x 10"
1/3 square	4-5/8" x 4-7/8"	n/a	4-5/8" x 4-7/8"	4-5/8" x 4-7/8"
Junior Page (Digest)	4-5/8" x 6-5/8"	n/a	4-5/8" x 6-5/8"	4-5/8" x 6-5/8"

FILE TYPE PDFX1a is the accepted format. Supply spreads as spreads, all other ads as single pages.

SHIP* MATERIALS AND PROOF TO:

Southern Living/Quebecorworld
Mark Mortensen
2100 Lakeshore Drive
Birmingham, AL 35209
205.445.6300

* Include contact name, number and the publication issue date.

FTP For instructions email Theresa_Mazzola@timeinc.com or call 205.445.6300.

MATERIALS EXTENSIONS Email Theresa_Mazzola@timeinc.com or call 205.445.6300.

TECHNICAL QUESTIONS Email Tara_Hardee@timeinc.com or call 205.445.6826.

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AD CLOSING DATES – ESTIMATED

2009 ISSUE MONTH	NATIONAL AD CLOSE	STATE AD CLOSE	ON-SALE DATE
JANUARY	11/03/2008	10/27/2008	12/30/2008
FEBRUARY	12/01/2008	11/24/2008	01/27/2009
MARCH	01/02/2009	12/22/2008	02/24/2009
APRIL	02/02/2009	01/26/2009	03/31/2009
MAY	03/02/2009	02/23/2009	04/28/2009
JUNE	04/01/2009	03/25/2009	05/26/2009
JULY	05/01/2009	04/24/2009	06/30/2009
AUGUST	06/01/2009	05/22/2009	07/28/2009
SEPTEMBER	07/01/2009	06/24/2009	08/25/2009
OCTOBER	08/03/2009	07/27/2009	09/29/2009
NOVEMBER	09/01/2009	08/25/2009	10/27/2009
DECEMBER	10/01/2009	09/24/2009	11/24/2009
SPECIAL INTEREST PUBLICATION*			
Best of <i>Southern Living</i>	10/09/2009	----	11/24/2009

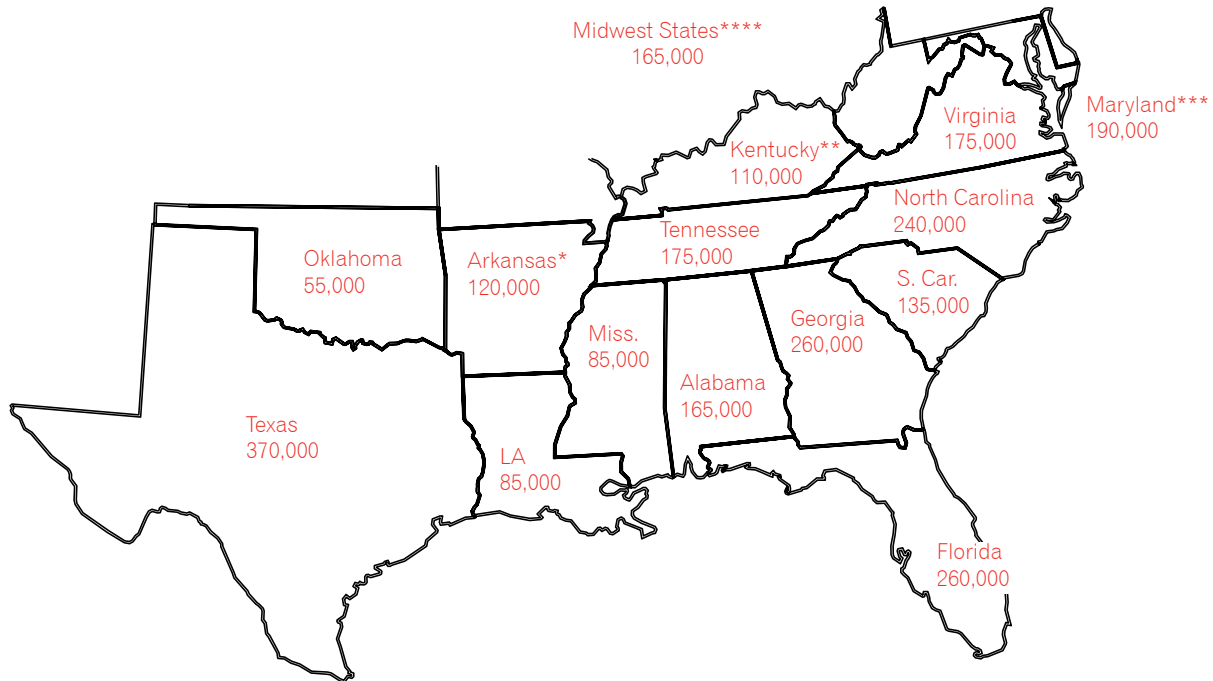
* Not audited by ABC and not covered by the Time Inc. IBIT policy.

All insertion orders to be accompanied by an identification proof of advertisement. On oversized and bleed ads, furnish a ruled proof for positioning. **INSERTION ORDERS AND MATERIALS** are due on the dates outlined here. See Shipping Instructions for traffic of materials.

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CIRCULATION DISTRIBUTION



*includes MO **includes WV ***includes D.C., DE, NJ, NY, PA
****includes IL, IN, MI, OH, WI

CPM TABLE FOR STATE RATES

State Circulation

Alabama	165,000	Kentucky**	110,000	Midwest ****	165,000	Tennessee	175,000
Arkansas*	120,000	Louisiana	85,000	North Carolina	240,000	Texas	370,000
Florida	260,000	Maryland***	190,000	Oklahoma	55,000	Virginia	175,000
Georgia	260,000	Mississippi	85,000	South Carolina	135,000		

*includes MO **includes WV ***includes D.C., DE, NJ, NY, PA ****includes IL, IN, MI, OH, WI

How to figure multiple state rates:

Example: Texas and Georgia,
4-color page buy:

Total Circulation:	630,000
First 500,000 Cost	\$49,590
130,000 at \$64.90 per M	\$8,437
Total Cost	\$58,027

BLACK & WHITE

4-COLOR

Circ. Base	Page	2/3 Page	1/2 Page	1/3 Page	Circ. Base	Page	2/3 Page	1/2 Page	1/3 Page
100,000	\$10,090	\$7,090	\$5,760	\$4,090	100,000	\$15,940	\$11,210	\$9,100	\$6,460
Add'l per M	\$63.50	\$44.70	\$36.30	\$25.70	Add'l per M	\$93.90	\$66.00	\$53.70	\$38.00
250,000	19,610	13,790	11,200	7,940	250,000	30,030	21,110	17,150	12,160
Add'l per M	55.00	38.60	31.40	22.30	Add'l per M	78.20	55.00	44.70	31.70
500,000	33,350	23,450	19,040	13,510	500,000	49,590	34,860	28,320	20,080
Add'l per M	43.70	30.70	24.90	17.70	Add'l per M	64.90	45.70	37.10	26.30
1,000,000	55,180	38,790	31,510	22,350	1,000,000	82,060	57,690	46,860	33,230
Add'l per M	41.30	29.00	23.60	16.70	Add'l per M	61.40	43.10	35.00	24.90
1,500,000	75,830	53,310	43,300	30,710	1,500,000	112,750	79,260	64,380	45,660
Add'l per M	40.10	28.10	22.70	16.00	Add'l per M	60.00	42.00	33.90	24.00

Advertisers who run different ads (same configuration) in multiple states use CPM table plus plate change charges as applicable. State edition circulations are not guaranteed and are to be used only as a basis for determining rates.

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TRAVEL DIRECTORY RATES

FULL CIRCULATION TRAVEL DIRECTORY RATES

Insertions Within 12-month Period	1x	3x	6x	9x	12x
4-inch	\$11,910	\$11,430	\$10,960	\$10,420	\$9,940

REGIONAL CIRCULATION TRAVEL DIRECTORY RATES

	1x	3x	6x	9x	12x
Mid- Atlantic Edition (605,000 circulation in VA, MD***, NC)					
4-inch	\$4,210	\$4,040	\$3,870	\$3,680	\$3,520
South Atlantic Edition (655,000 circulation in SC, GA, FL)					
4-inch	\$4,580	\$4,400	\$4,210	\$4,010	\$3,820
South Central Edition (700,000 circulation in KY**, TN, MS, AL, Midwest States****)					
4-inch	\$4,310	\$4,140	\$3,970	\$3,770	\$3,600
Southwest Edition (630,000 circulation in AR*, LA, OK, TX)					
4-inch	\$4,400	\$4,220	\$4,050	\$3,850	\$3,670

1/4 Page Travel Planner \$9,900 (do not earn freq. but contribute to Directory freq.)
Travel Planner is only for SW edition.

*includes MO **includes WV ***includes D.C., DE, NJ, NY, PA ****includes IL, IN, MI, OH, WI

FILE TYPES PDF, TIFF, or EPS

Build ad document to the actual ad size. Do not bleed anything or include any crop/registration marks.
All color must be CMYK. No spot colors.
Images must be 300 dpi. No LZW compression.

SHIP* MATERIALS AND PROOF** TO:

Southern Living Advertising
Tanna Griggs
2100 Lakeshore Drive
Birmingham, AL 35209
205.445.6311

OR **EMAIL*** file and PDF **PROOF**** to: tanna_griggs@timeinc.com.

TECHNICAL QUESTIONS Email Tanna_Griggs@timeinc.com or call 205.445.6311.

COMBINED REGIONAL TRAVEL DIRECTORY RATES

Two region combinations will receive a 16% discount (for example: SC & SW \$4,310 + \$4,400 = \$8,710 x .84 = \$7,316).

Three region combinations will receive a 24% discount (for example: SC, SW, S. Atlantic \$4,310 + \$4,400 + \$4,580 = 13,290 x .76 = \$10,100).

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TERMS AND CONDITIONS/ISSUE-BY-ISSUE TALLY (IBIT) PRICING SYSTEM

The following are certain general terms and conditions governing advertising published in the U.S. edition of Southern Living Magazine (the "Magazine") published by Southern Living (the "Publisher").

1. Rates are based on average total audited circulation, effective with the issue dated *Southern Living*. Announcement of any change in rates and/or circulation rate base will be made in advance of the Magazine's advertising sales close date of the first issue to which such rates and/or circulation rate base will be applicable. The Magazine Rate Card specifies the publication schedule of the Magazine, and its respective on-sale dates.

2. The Magazine is a member of the Audit Bureau of Circulations (ABC). Total audited circulation is reported on an issue-by-issue basis in publisher's statements audited by the ABC. Total audited circulation for the Magazine is comprised of paid plus verified.

3. Advertisers may not cancel orders for, or make changes in, advertising after the closing dates of the Magazine.

4. The Publisher is not responsible for errors or omissions in any advertising materials provided by the advertiser or its agency (including errors in key numbers) or for changes made after closing dates.

5. The Publisher may reject or cancel any advertising for any reason at any time. Advertisements simulating the Magazine's editorial material in appearance or style or that are not immediately identifiable as advertisements are not acceptable.

6. All advertisements, including without limitation those for which Publisher has provided creative services, are accepted and published in the Magazine upon the representation by the agency and advertiser that they are authorized to publish the entire contents and subject matter thereof in all applicable editions of the Magazine and that such publication will not violate any law or infringe upon any right of any party. In consideration of the publication of advertisements, the advertiser and agency will, jointly and severally, indemnify, defend and hold the Publisher harmless from and against any and all losses and expenses (including, without limitation, attorney's fees) (collectively, "Losses") arising out of the publication of such advertisements in all applicable editions of the Magazine, including, without limitation, those arising from third party claims or suits for defamation, copyright or trademark infringement, misappropriation, violation of the Lanham Act or rights of privacy or publicity, or from any and all claims now known or hereafter devised or created (collectively "Claims"). In the event the Publisher has agreed to provide contest or sweepstakes management services, email design or distribution or other promotional services in connection with an advertising commitment by advertiser, all such services are performed upon the warranty of the agency and advertiser that they will, jointly and severally, indemnify and hold the Publisher harmless from and against any and all Losses arising out of the publication, use or distribution of any materials, products (including, without limitation, prizes) or services provided by or on behalf of the agency or advertiser, their agents and employees, including, without limitation, those arising from any Claims.

7. In consideration of the Publisher's reviewing for acceptance, or acceptance of, any advertising for publication in the Magazine, the agency and advertiser agree not to make promotional or merchandising reference to the Magazine in any way without the prior written permission of the Publisher in each instance.

8. No conditions, printed or otherwise, appearing on contracts, orders or copy instructions which conflict with, vary, or add to these Terms and Conditions or the provisions of the Magazine's Rate Card will be binding on the Publisher and to the extent that the Terms and Conditions contained herein are inconsistent with any such conditions, these Terms and Conditions shall govern and supersede any such conditions.

9. The Publisher has the right to insert the advertising anywhere in the Magazine at its discretion, and any condition on contracts, orders or copy instructions involving the placement of advertising within an issue of the Magazine (such as page location, competitive separation or placement facing editorial copy) will be treated as a positioning request only and cannot be guaranteed. The Publisher's inability or failure to comply with any such condition shall not relieve the agency or advertiser of the obligation to pay for the advertising.

10. The Publisher shall not be subject to any liability whatsoever for any failure to publish or circulate all or any part of any issue(s) of the Magazine because of strikes, work stoppages, accidents, fires, acts of God or any other circumstances not within the control of the Publisher.

11. Agency commission (or equivalent): up to 15% (where applicable to recognized agents) of gross advertising charges after earned advertiser discounts.

12. Invoices are rendered on or about the on-sale date of the Magazine. Payments are due within 20 days from the billing date. The Publisher reserves the right to change the payment terms to cash with order at any time. The advertiser and agency are jointly and severally liable for payment of all invoices for advertising published in the Magazine.

13. Any and all negotiated advertiser discounts are only applicable to and available during the period in which they are earned. Rebates resulting from any and all earned advertiser discount adjustments must be used within six months after the end of the period in which they were earned. Unused rebates will expire six months after the end of the period in which they were earned.

14. Special advertising production premiums do not earn any discounts or agency commissions.

15. The Magazine is subject to Time Inc.'s standard 2009 issue-by-issue tally (IBIT) pricing system.

TIME INC. 2009 ISSUE-BY-ISSUE TALLY (IBIT) PRICING SYSTEM

1. Circulation delivery of *Southern Living Magazine* (the "Magazine") is measured on an issue-by-issue tally (IBIT) pricing system for full-run circulation advertising only. The IBIT pricing system is administered by comparing, for each issue of the Magazine in which an advertiser books space and remits a cash payment for such advertisement, the issue's total audited circulation as reported in the Magazine's Publisher's Statement (issued by the Audit Bureau of Circulations (ABC) for the first and second half of the 2009 calendar year) and the published total circulation rate base as set forth in the Magazine's rate card.

2. In order to permit advertisers to apply earned IBIT credit in a timely manner, ABC Publisher's Statements are used to calculate IBIT credit. The calculation will be made following the issuance of the Publisher's Statements for each six month ABC reporting period.

3. Total audited circulation for the Magazine is comprised of paid plus verified.

4. IBIT credits will be calculated on an individual insertion basis and will only be credited to an advertiser if the total audited circulation of the issue booked by the advertiser is lower by more than two percent (2%) than its published circulation rate base.

5. If the total audited circulation of the issue booked by an advertiser is lower by more than two percent (2%) than its published circulation rate base, the advertiser's IBIT credit will be calculated by multiplying the net cost after agency commissions (excluding production premiums) ("Net Cost") of the advertiser's insertion in that issue by the difference between two percent and the actual percentage by which the total audited circulation is less than its published circulation rate base. By way of example, if the "Net Cost" of the advertiser's insertion is \$100,000 and the total audited circulation of an issue is three percent lower than its published circulation rate base, the IBIT credit would be calculated as follows: $\$100,000 \times (3\% - 2\%) = \$1,000$.

6. IBIT credit must be used against future insertions not yet ordered or booked, must be applied at the Magazine and must be used within 12 months after the issuance of the Publisher's Statements for the ABC reporting period in which the credit was earned or such credit will expire. An advertiser may apply IBIT credit to any brand, product or division within the same advertiser parent company.

7. IBIT credit will be issued net of agency commissions and must be applied to invoices net of agency commissions. No agency commissions will be paid by the Magazine on IBIT credit.

8. IBIT credit may be applied to production charges.

9. The Magazine will not refund IBIT credit as cash.

10. Only full-run circulation advertising in regular issues as reported in Paragraph 3 of the Publisher's Statements issued by ABC are eligible for IBIT credit. The following are not eligible for IBIT credit: (a) special issues published in addition to the normal frequency of the Magazine (including those listed in Paragraph 3 of the ABC Publisher's Statements) and (b) any issues specifically excluded from being eligible for IBIT per the Magazine's rate card.

11. None of barter (whether cash paid or trade), standby or remnant advertising is eligible for IBIT credit.

ADVERTISING OFFICES

HOME OFFICE

Birmingham, AL 35209
2100 Lakeshore Drive
P.O. Box 523
P (888) 254-9625
F (205) 445-7523
Alisa Boone,
Direct Response Manager

ATLANTA, GA 30309

1760 Peachtree Rd., N.W.
P(404) 888-1955
F (404) 888-1970
Bill Syrett, Manager

CHICAGO, IL 60661

541 N. Fairbanks Ct.
19th Floor
P (312) 832-0850
F (312) 832-0863
Shawn Cochrane, Manager

DALLAS, TX 75205

4809 Cole Avenue, Suite 300
P (214) 523-4005
F (214) 559-3867
Ray Reed, Manager

DETROIT, MI 48304

39577 Woodward Avenue,
Suite 200
P (248) 988-7811
F (248) 988-7933
David Howe, Group Director

LOS ANGELES, CA 90025-6542

11766 Wilshire Blvd., 18th Floor
P (310) 268-7542
F (310) 268-7613
Cheryl Speiser, West Coast Manager

NEW YORK, NY 10020-1391

1271 Avenues of the Americas
20th Floor
P (212) 522-4103
F(212) 522-4199
Debbie O'Brien, Manager

SAN FRANCISCO, CA 94111-3823

Two Embarcadero Center,
Suite 1900
P (415) 434-5238
F (415) 434-5294
Ron King, Manager

ONTARIO, CANADA

Dodd Media Sales
Bob and Lori Dodd
P (905) 885-0664
F (905) 885-0665

TOM ANGELILLO

President and Chief Executive Officer

SCOTT SHEPPARD

Executive Vice President, Group Publisher

GREG KEYES

Senior Vice President

RICH SMYTH

Vice President, Publisher

KARLA PARTILLA

Associate Publisher

VICTOR PROFIS

Regional and State Advertising Director

TERESA LUX

Vice President, Group Marketing Director

Southern Living Magazine is published by
Southern Progress Corporation, a division of Time Inc.

Southern Living
The heart of Southern life