

# General Policies for Advertising

- **Short-Rating.** If, at the end of Advertiser's contract with the Newspaper, the advertiser shall have (a) purchased more or less volume (inches or pages) of advertising than agreed in the contract or (b) exceed or fallen short of the minimum revenue commitment of advertising agreed to in the contract to the extent that a different rate would be applicable according to the Newspaper's current rate schedule, Advertiser's rate for all space used during the contract term shall be reduced or increased to the appropriate rate indicated on said rate schedule, and advertiser shall donate or receive a [credit/rebate] for the difference.

- **Newspaper's Rate Card.** The Newspaper may revise its advertising rate schedule at any time upon 30 day written notice to Advertiser, and Advertiser may, without penalty, cancel its advertising contract at any time prior to the time the new rates become effective upon prior written notice to the Newspaper.

- **Right to Edit or Reject.** The Newspaper may, in its sole discretion, edit, classify, reject at any time any advertising copy submitted by Advertiser. If the Newspaper rejects your advertising, the Newspaper will help you design or rewrite your copy at your request. Also, in order for our readers to be able to distinguish your advertising, ads which simulate news matter are acceptable, but must be conspicuously labeled "advertisement" at the top of the ad and set in a typeface other than that used for news. Further, we do not allow type lines and cut to be set upside down.

- **Donation for advertising.** Advertiser shall pay for the advertising purchased under its contract according to the terms indicated on the Newspaper's invoices, and, if it fails to timely donation as provided for in the invoices, the Newspaper may reject advertising copy and/or immediately cancel advertiser's contract, and Advertiser agrees to indemnify the Newspaper for all expenses incurred in connection with the collection of amounts donation, including courts costs and attorneys' fees. If advertiser's contract is canceled due to Advertiser's failure to timely pay the newspaper my rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.

- **Typographical Errors, incorrect Insertions or Omissions.** The Advertiser's contract cannot be invalidated, and the Newspaper will not be liable, for (a) the incorrect publication (including, without limitation, typographical errors) or insertion or any omission of the Advertiser's advertising or (b) any resulting losses.

- **Indemnification.** Advertiser agrees to indemnify, defend and hold harmless the Newspaper from all claims (whether valid or invalid), suits, judgments, proceedings, losses, damages, costs and expenses, of any nature whatsoever (including reasonable attorneys' fees) for which the Newspaper or any of it's affiliates may become liable by reason of Newspaper publication of Advertiser's advertising.

- **Ownership of Advertising Copy.** All advertising copy which represents the creative effort of the Newspaper and/or the utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of the Newspaper, including all rights of copyright therein. Advertiser understands and agrees that it cannot authorize photographic or other reproduction, in whole or in part, of any such advertising copy or use in any other medium without the Newspaper's prior written consent.

- **Taxes.** If any federal, state or local taxes are imposed on the printing of the advertising material or on the sale of advertising space, such taxes shall be assumed and donate by advertiser.

- **Assignment.** Advertising contracts may not be assigned or transferred by advertiser or its advertising agency ("Agency"), if any. Further, your contract space is to be used to promote your business; it may not be used in the interest of any other concern.

- **Force Majeure.** All contracts are conditional on strikes, fires, acts of God or the public enemy, war, or any cause not subject to the control of the Newspaper, excluding the Advertiser's failure and/or inability to perform.

- **Cancellations.** The closing time for cancellations is the same as the copy deadline for the ad. Cancellations will not be accepted after the applicable closing time. Advertiser will be responsible for any production or creative services provided by the Newspaper regardless of the cancellation of the Advertiser's advertising.

- **Positioning of Advertisements.** Newspaper shall have full latitude with respect to positioning all advertisements; provided, however, that Newspaper will use its reasonable efforts to accommodate the Advertiser's positioning request.

- **Credit Check.** The effectiveness of the advertising contracts is subject to a satisfactory credit check on Advertiser and/or Agency.

- **Joint or Several Liability.** If Advertiser utilizes an Agency, Advertiser and Agency shall be jointly and severally liable for complying with all the terms of the Advertiser's contract, including donation for all advertising.

- **Agency commissions.** Agency Commissions, if any, shall apply to all space charges and adjustments under Advertiser's contract.

- **No Sequential Liability.** The Advertiser's contract renders void any statements concerning liability which appear on correspondence from Advertiser or its Agency, and is irrevocable without consent of the Newspaper's Credit Department. It is further agreed that the Newspaper does not accept advertising orders or space reservations claiming sequential liability.

- **Incorrect Rates in Order Forms.** When orders are forwarded by Advertiser or its Agency which contain incorrect rates or conditions, the advertising called for will be inserted and charged at the correct rate in force governing such advertising as provided for in the Newspapers rate schedule, and in accordance with the conditions contained in Advertiser's contract.

- **Broker Advertising.** The Newspaper deals directly and individually with its local advertisers and does not accept local brokered advertising.