

# Policy, Terms & Conditions

**1 Short-Rating/Rebating.** 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 to in the contract or (b) exceeded 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 pay or receive a credit/rebate for the difference. Rebates or credits will be to the next contract level only.

**2 Newspaper's Rate Card.** The Newspaper may revise its advertising rate schedule at any time upon 30 days 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.

**3 Right to Edit or Reject.** The Newspaper may, in its sole discretion, edit, classify, or reject at any time any advertising copy submitted by Advertiser.

**4 Payment 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 pay 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 payable, including court costs and attorneys' fees. If Advertiser's contract is canceled due to Advertiser's failure to timely pay, the Newspaper may rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.

**5 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.

**6 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 its affiliates may become liable by reason of Newspaper's publication of Advertiser's advertising.

**7 Ownership of Advertising Copy.** All advertising copy that represents the creative effort of the Newspaper and/or the use 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 for use in any other medium without the Newspaper's prior written consent.

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

**9 Assignment.** Advertising contracts may not be assigned or transferred by Advertiser or its advertising agency ("Agency"), if any.

**10 Force Majeure.** Each party's obligations under the advertising agreement are conditional on strikes, fires, acts of God or the public enemy, war, or any cause not subject to the control of such party.

**11 Cancellations.** The closing time for cancellations is 2 working days prior to the scheduled publication date for black-and-white material and 3 working days prior to the scheduled publication date for color material. 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 Advertiser's advertising.

**12 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 requests.

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

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

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

**16 No Sequential Liability.** The Advertiser's contract renders void any statements concerning liability that appear on correspondence from Advertiser or its Agency, and is irrevocable without the written 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.

**17 Incorrect Rates in Order Forms.** When orders are forwarded by Advertiser or its Agency that 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 Newspaper's rate schedule, and in accordance with the conditions contained in Advertiser's contract.

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

**19 Photo Releases.** Photographs of individuals to be used in advertising must be accompanied by a signed release from the individual permitting the use of the photograph(s). Release forms are available from your sales executive or the Advertising Creative Manager at 444-7218.