

# ADVERTISING CONTRACT

## THIS CONTRACT IS FOR:

- |   |   |                                   |                            |  |
|---|---|-----------------------------------|----------------------------|--|
| 1. RETAIL<br>REVENUE<br>YEARLY<br>MONTHLY | 2. CLASSIFIED<br>GENERAL<br>HOMEFINDER<br>EMP W/ONL | AUTO<br>REAL ESTATE<br>EMPLOYMENT | 3. NATIONAL<br>4. PREPRINT | NEW CONTRACT<br>RENEWAL CONTRACT<br>CONTRACT SIZE CHANGE |
|---|---|-----------------------------------|----------------------------|--|

THIS AGREEMENT is made effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Springfield News-Leader (hereinafter called the "Company") and \_\_\_\_\_ (hereinafter called the "Advertiser") located at \_\_\_\_\_.

WHEREAS the company is the publisher of the Springfield News-Leader, and the Advertiser wishes to purchase advertising space in said newspaper, the Company and the Advertiser therefore agree to the following:

1. The Advertiser shall purchase a minimum of \_\_\_\_\_ (inches) (lines) (inserts) per (year) (month) (week) at the rate indicated on the Company's rate schedule which is incorporated herein by reference and made part of this Agreement, subject to the rate revisions of paragraph (4) below.
2. The term of this Agreement shall be \_\_\_\_\_ from the date hereof unless the Advertiser gives written notice to the contrary prior to a rate revision as provided in paragraph (4).
3. If, at the end of the term of this Agreement as specified in paragraph (2) above, the Advertiser shall have used more or less space than agreed to in paragraph (1) above to the extent that a different rate would be applicable according to the Company's current rate schedule, the Advertiser's rate for all space used during the term shall be reduced or increased to the appropriate rate indicated on said rate schedule, and the Advertiser shall receive a credit or shall pay the difference. Credits (rebates) will be limited to one rate bracket higher than specified in the Agreement. Advertiser's purchase of advertising under this Agreement will be credited toward the minimum volume commitment described in paragraph (1) above as follows:
  - a. 100% of regular Display advertising will be credited.
  - b. All Display advertising run in any section or in any other special products of the Company's newspaper will be credited at a percentage rate equal to (i) the applicable discounted ad rate divided by (ii) the regular Display ad rate.
  - c. All Preprint insertions will be credited at a percentage rate equal to (i) the applicable insert rate divided by (ii) the regular Display rate.
4. The terms and conditions of the company's rate card, a copy of which has been provided to the Advertiser, are incorporated here by reference. If any terms and conditions of the rate card conflict with this Agreement, this Agreement shall govern. The Company may revise its advertising rate schedule at any time upon 30 days written notice to the Advertiser, and the Advertiser may, without penalty, cancel this Agreement at any time prior to the time the new rates become effective upon prior written notice to the Company.
5. The Company may, in its sole discretion, edit, classify, or reject at any time any advertising copy submitted by the Advertiser.
6. The Advertiser shall pay within 15 days of the billing date indicated on the Company's statement. In the event that it fails to timely pay, Company may reject advertising copy and/ or immediately cancel this contract. Advertiser agrees to indemnify Company for all expenses incurred in connection with the collection of amounts payable under this Agreement, including court costs and attorney's fees. If this Agreement is canceled due to Advertiser's failure to timely pay, Company may rebill the Advertiser for the outstanding balance due at the open rate or the earned contract rate, whichever is applicable.
7. This Agreement cannot be invalidated for typographical error, incorrect insertions or omissions in advertising published. The Company agrees to run a corrective advertisement for that portion of the first insertion which may have been rendered valueless by such typographical error, wrong insertion, or omission. Advertiser shall notify the company of such errors within seven days after the first publication or in time for correction before the second insertion, whichever comes first. The Company shall not be liable to Advertiser for any loss that results from the incorrect publication (including, without limitation, typographical errors), incorrect insertions, or omission of it advertisements.
8. If Advertiser utilizes an agency, the Advertiser and the agency shall be jointly and severally liable for compliance with all of the terms of this contract including payment for all advertising. Agency commissions, if any, shall apply to all space charges and adjustments under the Agreement.
9. This Agreement renders void any statements concerning liability which appear on correspondence from the Advertiser and/or its agency and is irrevocable without the written consent of the Company's credit department. It is further agreed that the Company does not accept advertising orders or space reservations claiming sequential liability.
10. When orders are forwarded by the Advertiser and/or its agency which contain incorrect rates or conditions, the advertising called for will be inserted and charged and the correct rate in force governing such advertising as provided for in the Company's rate schedule, as revised pursuant to paragraph (4) above and in accordance with the conditions contained herein.
11. Advertiser agrees to indemnify, defend, and hold harmless the Company from all claims (whether valid or invalid) suits, judgments, proceedings, losses, damages, costs, and expenses of any nature whatsoever (including reasonable attorney's fees) for which the Company or any of its affiliates may become liable by reason of the Company's publication of Advertiser's advertising.
12. All advertising copy which represents the creative effort of the Company and/or the utilization of creativity, illustration, labor, compensation, or material furnished by it is and remains the property of the Company, 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 express written consent of the Company.
13. In the event that 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 the Advertiser.
14. This Agreement may not be assigned or transferred by Advertiser.
15. This Agreement will be governed by the laws of the state of Missouri. Invalidity of any term of this Agreement shall not be affect the validity of any other term. This Agreement constitutes the complete understanding of the parties and supersedes all prior agreements, understandings, negotiations, and /or arrangements between the parties and cannot be amended except in writing and signed by both parties.
16. The effectiveness of this Agreement is subject to a satisfactory credit check on the Advertiser and or its agency.
17. This Agreement shall not be binding upon the parties until it is accepted by the Advertising Director of the Company.

Thank you for your business  
 Linda Ramey-Greiwe  
 Publisher

ACCEPTED BY \_\_\_\_\_  
(ADVERTISING DIRECTOR)  
 SPRINGFIELD NEWS-LEADER

ACCEPTED BY \_\_\_\_\_  
(ACCOUNT EXECUTIVE)  
 SPRINGFIELD NEWS-LEADER

SIC CODE \_\_\_\_\_

ADVERTISER \_\_\_\_\_  
(DATE)

NAME \_\_\_\_\_  
(PLEASE SIGN)

NAME \_\_\_\_\_  
(PLEASE PRINT)

TITLE \_\_\_\_\_

AGENCY (IF ANY) \_\_\_\_\_