

# Annual Retail Advertising Agreement

The Sentinel and Lee Central California Newspapers (LCCN) and the undersigned agree that The Sentinel/LCCN shall provide and the advertiser shall purchase advertising space in The Sentinel/LCCN upon the following terms and conditions:

1. The term of this contract shall be twelve (12) months commencing \_\_\_\_\_ 200\_\_ and ending \_\_\_\_\_, 20\_\_\_\_\_ unless terminated sooner as hereafter provided.
2. The advertiser agrees to use a minimum of \$\_\_\_\_\_ dollars per year during said period.
3. Penalties, if Advertiser fails to meet the conditions outlined in this Agreement, Advertiser shall pay upon demand for all advertising published during the period an amount equal to the difference between the contact rate charged and the earned rate level achieved at the applicable rate.
4. If the advertiser fails to pay any amounts due hereunder or if any guarantor signatory hereto gives notice of termination of its guaranteed obligation as hereinafter provided The Sentinel/LCCN may terminate this contract forthwith without notice to the advertiser and the advertiser shall pay for advertising to date of termination at the rates set forth in Paragraphs 3 and 4.
5. Advertisers business location is \_\_\_\_\_
6. All advertising shall be placed by the advertiser through \_\_\_\_\_ or his/her designated representative.
7. The advertiser shall abide by the general conditions for all advertisers relative to deadlines and mechanical requirements as established by The Sentinel/LCCN.
8. The advertiser agrees that The Sentinel/LCCN shall acquire and retain title to any advertisement or portion thereof produced by or published in The Sentinel/LCCN.
9. Any notice to be given hereunder may be hand delivered or given by United States mail postage prepaid to the addresses given below.
10. If legal action is instituted by The Sentinel/LCCN to enforce this contract, the advertiser agrees to pay reasonable attorney fees fixed by the court for the services of The Sentinel/LCCN attorney.
11. Neither party to this agreement shall be bound to perform for any portion of this contract during which its performance is prevented by fire, flood, labor disputes or similar conditions beyond the control of the parties. If such performance is so prevented for a period of three days or less, the contract shall be extended to cover such period, but if such performance is prevented for longer than said period, either party hereto may terminate the contract by notice to the other and the advertiser in event of such termination, shall pay for advertising to date of termination at the rate set forth in Paragraph 3.
12. Advertising that is considered offensive, misleading or detrimental to the public, The Sentinel/LCCN or another advertiser will be refused for publication. The publisher reserves the right to edit or reject all advertising copy submitted to it. The advertiser agrees to protect, indemnify and hold harmless the paper, its officers and employees against any and all liability, loss or expense, including attorney's fees, arising from claims of unfair trade practices, infringement or trademarks, trade names or patents, violation of rights or privacy and infringement of copy right and proprietary rights, unfair competition and libel and slander, which may result from the publication of any advertisement in The Sentinel/LCCN by advertiser, including advertisements in any free distribution publication published by The Sentinel/LCCN.
13. Publisher reserves the right upon 30 days' notice to change the rate herein listed; Advertiser reserves the right to accept such changes or, in the event of a rate increase, to cancel said contract without rate adjustment provided cancellation is delivered in writing to Publisher within 30-day notice period; cancellation to be effective on first day of new rate going into effect. A continuation of advertising after the new rates go into effect will constitute acceptance of them under all other terms of this contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Corporation | Partnership | Sole Proprietorship

\_\_\_\_\_  
Advertising Consultant

\_\_\_\_\_  
President | Partner | Owner (Advertiser)

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Address | City | State      Phone

\_\_\_\_\_  
Advertising Director

\_\_\_\_\_  
President/Publisher, Lee Central California Newspapers

1. **Rates:** All advertising purchased will be at the rates and on the terms indicated on the Publisher's current rate card, as revised from time to time. Rates apply to advertising space relating to the business operated by the advertiser. Rates cannot be used directly or indirectly to cover the advertising of any product for which the Advertiser may be a distributor. The space contracted for will not be sublet to others, nor used for other purposes than there is a conflict or inconsistency between a rate card and this agreement. The Publisher may, in its discretion, from time to time, increase the rates listed on any rate card and change its advertising terms. The Publisher will inform the Advertiser of any increase in rates or change in terms prior to the effective date of the increase or change. If the rates are increased or terms changed, the Advertiser may cancel the remainder of the term of this Agreement, as of the date the new rates or changes become effective, without the remaining term of this Agreement because of increases or changes. If the Advertiser fails to provide such written notice, the Advertiser agrees to be bound by the new rates and terms, which will become effective on the date, set forth in the Publisher's notice.
2. **Fulfillment of Volume:** If, at the end of the term of this Agreement, the Advertiser has purchased and paid for less advertising than the annual volume agreement on the reverse side (or such prorated amount if the Agreement is terminated prior to the end of the term), the Publisher will calculate the difference between the rate earned based on the Advertiser's actual volume during the term and the rate granted based on the volume agreement. Advertiser agrees to promptly pay the Publisher this difference for all advertising published or distributed. Cancellations, changes of insertion dates, and/or corrections must conform to published deadlines. And adjustments or credits applied to Advertiser's bill will not reduce the volume agreement.
3. **Payment:** The Advertiser will make payment to the Publisher within the time period indicated on the Publisher's invoice. Failure to receive tear sheets or coop reimbursement will not be considered reason to delay payment beyond the required due date. In addition to the amount owed for unpaid advertising and applicable interest or late charges, the Advertiser agrees to pay the Publisher for all expenses incurred by it to collect any amounts payable under this Agreement, including costs of collection, court costs and attorney's fees.
4. **Termination:** The Publisher may reject on advertising order and/or immediately terminate this Agreement, upon notice to Advertiser for any of the following reasons: (a) if the Advertiser fails to make payment by the date specified in the Publisher's invoice or otherwise fails to perform any of the provisions of this Agreement, (b) if the Advertiser makes an assignment for the benefit of creditors, (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed by or against the Advertiser, (d) if the Advertiser ceases doing business or is likely to cease doing business or (e) in the opinion of the Publisher, the credit of the Advertiser is or may be impaired, If this Agreement is terminated for any of these reasons, Advertiser will nevertheless remain liable for the entire Volume Agreement, add that balance to the amounts owing for advertising published, whether billed or unbilled, and send an invoice to Advertiser, which Advertiser agrees to promptly pay.
5. **Indemnification:** The Advertiser and/or the advertising agency signatory to this Agreement agrees to hold the Publisher harmless and indemnify the Publisher from all claims, suits, damages costs and expenses of any nature whatsoever, including attorney's fees and court costs, for which the Publisher may become liable by reason of its distribution or publication of Advertiser's promotions or advertising, including but not limited to claims or suits alleging libel, privacy invasion, unfair competition, defamation, misuse of publicity rights, copyright infringement, dilution or trademark infringement under federal or state law, or otherwise based on the content of Advertiser's promotions or advertising, including illustrations, text, claims, etc.
6. **Production Errors:** The Advertiser may not claim a breach, terminate or cancel this Agreement if there are typographical errors, incorrect insertions or omissions in advertising published or distributed or a failure to publish, insert or distribute any advertising or promotions. The Publisher agrees to run corrective advertisement for that portion of the first insertion, which may have been rendered valueless by such typographical errors, incorrect insertion, or omission of copy, unless such error arose after the advertisement had been set and proofed or otherwise confirmed by the Advertiser or the advertisement was submitted after deadline. The Publisher will not be liable to Advertiser for any loss of damage that results from a typographical error, incorrect insertion or omission or failure to insert, distribute or publish any advertising. A request for a credit letter and any claim for adjustment due to errors must be made within the time period stated on the applicable rate card or, if none, within 36 hours after publication. Credit for errors will not exceed the cost of the space occupied by such error. On multiple insertions, credit for errors will not be given after the first insertion. If there are disputes or discrepancies with published or distributed advertising, the advertiser may, prior to final resolution, deduct only the amount in question and pay the balance.
7. **Advertising Agencies:** An advertising agency who places advertisements and receives statements for its customer is acting as an agent for the Advertiser. The Advertiser remains responsible for payment of account balances, signing of contracts and for all other liabilities. Advertiser is deemed to have received refund payments, notices, and other documents when received by its agent. Agency commission, if any, is offered to recognized advertising agencies that will assume financial responsibility for all advertising placed by the agency. Agency commission if any will apply to all charges and adjustments under this Agreement. If the Advertiser uses an agency, the Advertiser and the agency agree to be jointly and severally liable for any payment or amount required to be paid to the Publisher in this Agreement and for failure to comply with the terms of the Agreement.
8. **Ownership:** All advertising copy which represents the creative effort of the Publisher and/or utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of the Publisher, including all rights of copyright therein. Advertiser understands and agrees that it cannot authorize photographic or other reproductions, in whole or in part, of any such advertising copy for use in any other newspapers or other advertising medium not owned by the Publisher, without the express written consent of the Publisher.
9. **Taxes:** In the event that any federal, state or local taxes are imposed on the printing, publication or distribution of advertising material or on the sale of advertising, these taxes will be assumed and paid by the Advertiser.
10. **Brokered Advertising:** The Publisher does not accept local brokered advertising.
11. **Advertising Content:** The Publisher may, in its sole discretion, edit, alter, omit, reject or cancel at any time any of Advertiser's promotions or advertising. All advertising positions are at the option of the Publisher, unless the Advertiser purchases a position. Failure to meet position requests will not constitute cause for adjustment, refund, rerun, termination or cancellation of the Agreement. LCCN does not guarantee placement of advertising.
12. **Excusable Delays:** The Publisher will not be liable for any damages related to delay or failure to perform due to causes beyond its control, including but not limited to, fire, strike, work stoppage or any other labor interruption, freight embargo, terrorism, sabotage, war, civil disturbance, governmental action, rules or regulations, failure of machinery, equipment or information systems, failure of suppliers, failure or delay of common or private carriers, the elements, flooding, power outages or interruptions or acts of God. The Publisher's inability or failure to perform will not constitute a breach of this Agreement. Performance by the Publisher of its obligations under this Agreement will be suspended during this type of delay or failure to perform. The Advertiser may, however, terminate this Agreement if suspension lasts more than thirty (30) days.
13. **No Waiver:** The Publisher's failure to insist upon the performance by the Advertiser of any term or condition of this Agreement or to exercise any of the Publisher's rights under this Agreement on one or more occasions will not result in a waiver or loss of the Publisher's right to require future performance of these terms and conditions or to exercise its rights in the future.
14. **Miscellaneous:** All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement and the Publisher's current rate cards constitute the entire agreement between the parties and supersede and cancel any prior agreements, representations or communications, whether oral or written, between the parties relating to the subject matter of this Agreement. The Agreement may not be assigned by the Advertiser without the prior written consent of the Publisher, which will not be unreasonably withheld. Each representative of a party signing this Agreement is fully authorized to legally bind the party. This Agreement will be governed by the state law where the Publisher is doing business under the above name.

Client Initial: \_\_\_\_\_