

RETAIL ADVERTISING AGENCY CONTRACT

Published Sunday through Saturday by
 Uniontown Newspapers, Inc. 8-18 E. Church Street, Uniontown, Pennsylvania 15401

THE PUBLISHER
 and

THE ADVERTISER

Contract Effective Start Date _____

The Advertiser agrees to purchase advertising space from the Publisher through one or more of the following Publisher's advertising programs.

☐ **MONTHLY FREQUENCY CONTRACT**

☐ **MONTHLY FREQUENCY - 6 MONTH**

☐ **MONTHLY FREQUENCY - 3 MONTH**

☐ **ANNUAL BULK**

☐ **ANNUAL BULK ZONE (BAZ/CAZ)**

each subject to applicable rates and advertising requirements, as stated on the current advertising rate card, the Publisher agrees to furnish the advertiser with this advertising under the following conditions:

1. The publisher reserves the right to edit, revise or reject any advertising. Advertiser agrees to indemnify and save harmless publisher against any loss, damage, cost and expense (including without limitations attorneys' fees) which publisher may incur or become liable for any reason of any and all claims or actions for libel, violation of any right of privacy, plagiarism, copyright infringement, and any and all other claims of any kind or nature in connection with advertising matter published pursuant to this agreement.
2. All property rights, including any copyright interest in advertising produced for the advertiser by the publisher using artwork and/or typography furnished or arranged by the publisher shall be the sole property of the publisher. No such advertising or any part thereof may be reproduced for use in other publications within the newspapers' market area without prior written consent of the publisher.
3. The publisher will hold an advertising agency placing advertising in the Herald-Standard and any of its publications as solely liable for payment of this advertising, until such time as the advertiser files a petition in bankruptcy. At that time any advertising invoice unpaid to the agency for advertising in the Herald-Standard or any of its publications shall become the responsibility of the advertiser. The absence of such a petition establishes the agency as the debtor party.
4. Position is not guaranteed.
5. Advertisements must not exceed 19 inches in depth unless ordered for the full length of the column.
6. Advertising cancelled after composition shall be charged to advertiser at the cost of composition as established by publisher. A charge of \$25.00 per hour will be made for copy changes after composition, with a minimum charge of \$25.00. Advertising cancelled after space is reserved shall be charged to advertiser at applicable rate.
7. Liability for any error in any advertisement shall not exceed the cost of space actually occupied by the item in which the error is made. Responsibility for incorrect ads is limited to the first insertion. In the event an advertisement or portion of an advertisement is omitted from a scheduled insertion, the Publisher will assume no liability or financial responsibility for the omission.
8. Any request for adjustment to any invoice must be made in writing within five (5) days of date of such invoice.
9. Commission payable only on General Open Rate and only to Accredited Agencies.
10. CONTRACT RATES will be allowed on all invoices paid in full no later than the 15th day of the month following the last publishing day of the month of service: provided, however, that contract rates shall apply to contract advertisers only and further to contract advertisers whose prior invoices and balances for service are paid in full. The advertiser agrees to pay the Base Rate for all invoices not paid by the 15th day of the month following the last publishing day of the month of service. All invoices not paid in full within thirty (30) days from date thereof are subject to automatic rate adjustment increase to Open Rate. Contract rates shall be available to advertiser only when the minimum advertising requirements are ordered by advertiser. Otherwise, the Open Rate shall apply.
11. The advertiser agrees to pay the applicable contract rate then in effect as determined by performance (advertising billed inches published) during the calendar month of service subject to all the terms and conditions of this contract and current rate card.
12. Annual Bulk and Monthly Frequency contracts based on 52 weeks are automatically renewable from year to year if the conditions of these contracts are fulfilled. If either party chooses not to renew, 30 days written notice is required.
13. This contract shall automatically terminate without written notice if advertiser shall fail to place the minimum required advertising. Should the advertiser fail to fulfill the contract minimum, s(he) will be back-billed the difference between the actual rate and the earned rate. Annual bulk advertisers who exceed their contract level will have their account credited the difference between the actual rate and the earned rate.
14. Advertiser agrees to pay all costs of collection, including reasonable attorneys' fees incurred by the publisher in connection with the collection of any past due account of the advertiser.
15. Advertiser agree to supply publisher with advertising material according to the publisher's deadlines.
16. The Herald Standard shall be under no liability for its failure, for any cause, to insert an advertisement.
17. This contract is subject to final credit approval.
18. Ads purchased in the Herald-Standard include placement on www.heraldstandard.com and charges for both are included in the current Herald-Standard published inch rates. Additional internet premium placement charges may apply on certain types of advertising purchased.

Subject to all terms and conditions hereinafter set forth in this contract, you are authorized to insert a minimum of _____ inches of advertising per _____ for a period of _____ consecutive months for which I agree to pay the applicable current effective contract rate.

RATES SUBJECT TO CHANGE ON PUBLICATION OF NEW RATE SCHEDULE

Firm Name _____

Address _____

City _____ State _____

Zip _____ Phone _____

Accepted by Advertiser

Print Name _____ Title _____

Signed _____ Date _____

Accepted by Agency

Ad Agency Name _____

Print Name _____

Signed _____ Date _____

Accepted by Uniontown Newspapers, Inc., Publisher

Signed _____ Date _____