



Advertising Agreement

Date _____

Account Executive _____

Bill direct Bill Agency See billing note below E-mail _____

Business Name _____

Advertiser/DBA _____ Authorized Agency _____

Address _____ Address _____

City _____ State _____ ZIP _____ City _____ State _____ ZIP _____

Phone _____ Authorized Contact _____ Phone _____ Authorized Contact _____

Billing Address (if different from mailing address) _____

Legal status: Private Firm Partnership Corporation Nonprofit

of tearsheets needed: _____ Tearsheet Special instructions: _____

Regular Frequency Rates

Advertising rates are determined by the number of insertions during a specified time period and the rate card currently in use. Client is purchasing from rate card dated _____.

1x 8x* 13x* 26x* 52x Annual Bulk Agreement (schedule attached)

Client agrees to run a minimum size of a _____ page advertisement in _____ consecutive / alternate / specific issues (circle one)

Cost per insertion for minimum size is _____ Color cost will be \$ _____ (spot) or \$ _____ (4-color process).

First insertion date, _____ 20_____. Final insertion date _____, 20_____.

Special terms, conditions or other details that are part of this agreement _____

* Requires completion of a planning schedule

Insertion Schedule/Rates

I understand that if I do not fulfill the commitment to run _____ insertions over a _____ week period (or any special terms outlined above), that I am subject to a short rate as described on the reverse side of this agreement. I further understand that all advertising published is subject to the terms and conditions on the reverse side of this agreement.

Unless I have been notified of approval for a line of credit, I agree that payment is due when advertisement proof has been approved by me or my agent. Should I fail to make payment prior to publication, I understand the South Coast Beacon may choose to delay publication of my ad and/or accept other payment terms as outlined in writing between us.

(Print Name) _____

(I am an authorized agent of this company and agree to be responsible to pay or facilitate payment of the charges associated with the agreement.)

Title _____ Date _____

Signed and agreed to: _____

Internal use only: New

Renewal

Credit Policies /Conditions /Terms of this Advertising Agreement

Entire Agreement: This contract contains the entire agreement of the parties (The South Coast Beacon is referred to as "Publisher"). Unless a written addendum is signed by both an authorized agent of the South Coast Beacon and Advertiser and/or kept on file in the Beacon's Business Office no representations are made or relied upon by either party other than those set forth in this contract.

Publisher/Advertiser: All advertisements are accepted and published upon representation that the party placing such material is authorized to publish any and all such materials. In consideration of the acceptance, Advertiser and/or Agency agree to indemnify and hold the Publisher harmless from and against any loss, expense or other liability resulting from any claims or suits for libel, violation of privacy, plagiarism, copyright infringement, and any other claims or suits that may arise out of the publication of such advertisement.

Payment/Credit: All accounts are due and payable upon approval of ad proof unless prior credit has been established. If Advertiser has not fulfilled payment commitments, scheduled ads may be delayed or not be published, at the discretion of the Publisher. In addition, both the Advertiser and his Agency agrees to any applicable short rate should the terms of this agreement not be fulfilled. Credit may be extended at the discretion of the Publisher after prepayment of the first four ads and a complete application for credit has been approved. All advertising agreements expressly commit the person who has entered into this agreement to a personal guarantee. Credit will be granted at the discretion of the Publisher and can be rescinded should the account become delinquent. Each advertiser will receive a weekly invoice and a monthly statement.

Invoices are due on receipt, net 30. Statements are mailed during the first week of the month. Balances are due net 30. Any balance not paid within 30 days from the statement date will be subject to a 1.5 percent monthly (18 percent annual) finance charge. Publisher may hold Advertiser and his/her Agency, jointly and severally, liable for all sums due and payable to Publisher. Any collection expense or legal fees incurred in collecting for ads under this agreement will be paid by the Advertiser and/or his authorized Agency. The Advertiser and/or his authorized Agency will pay any collection expense or legal fees incurred in collecting for ads under this agreement.

NSF Checks: Nonsufficient funds checks will be subject to a \$25 charge and all other remedies provided by law.

Policies on Frequency/Discount/Short Rate: See the conditions outlined in the rate card regarding eligibility for these rates and applicable restrictions. If this contract is not completed according to the insertion schedule indicated on the contract, the Advertiser will be billed retroactively for each published insertion at an amount based on the frequency rate earned at the time of default.

Rate Changes: Advertisers in good standing and long-term agreements are exempt from rate increases for the term of this contract, providing they remain current on their bill and are meeting the terms of that agreement.

Commissions to Agencies: Recognized agencies may receive a 15 percent commission on any given rate, as specified above.

NOTE: It is our expectation that advertising agencies will provide camera-ready art and meet our published deadlines. No agency commission is allowed if payment is not received within 60 days of invoice date.

Conditions: The content of advertisements is subject to Publisher's approval. The Publisher reserves the right to edit, omit or refuse any advertising submitted for publication and to insert the words "Paid Advertisement" where deemed appropriate. Publisher shall not be liable for any costs or damages, if for any reason he fails to publish such an advertisement. Publisher will not be bound by any conditions, printed or otherwise, appearing on order blanks or copy instructions when in conflict with the policies and specifications set forth in this agreement or addenda to this agreement that have been signed by both parties and are on file in Publisher's office.

Reserved ad space/Submission of Copy: Copy submission is the responsibility of the Advertiser. If by the closing date the Publisher has not received copy that, in his sole discretion, he deems suitable for publication, he will repeat copy from Advertiser's last insertion. If there is no previous insertion, space will be allocated at Publisher's discretion. In any event, Advertiser is responsible for the space reserved.

Camera-Ready Art: Ad size should measure exactly as indicated on the rate card. Any variation from the correct dimensions will be corrected, if possible, but if changes need to be made to camera-ready art, the Publisher will not be responsible for any errors or technical problems that result.

Position Requests: Position requests will be given full consideration, but Publisher cannot be held liable for failure to accommodate such requests. Premium positions are available for additional cost.

Omissions/Errors: Publisher will do everything possible to ensure that ads contain neither incorrect information nor omissions. Upon request, proofs will be provided to each Advertiser prior to publication of an ad, if the Advertiser has provided the Publisher with material by the closing date. If a mistake in published advertising occurs (including but not limited to omission, copy error, or size error), and is the fault of the Publisher, Advertiser remedies will be limited to whichever of the following is appropriate: Insertion of a "make-good" advertisement in the next available issue; or cancellation of charges for the portion of the ad rendered valueless by the error. Publisher will assume no other responsibility for mistakes and the Advertiser expressly agrees that a contract or insertion order shall not be invalidated by mistakes.

Cancellations: Advertiser has the right to cancel this agreement at any time within three days of the date of this agreement by written notice to the Publisher. Any cancellation made after three days and up to and including closing date or at 5 p.m. prior to the next Wednesday's issue, will be billed at 50 percent of the original charge for one insertion at the open rate. No cancellations will be accepted by the Publisher. The Publisher will accept no cancellations after the closing date.

Transfer of Contracts: This advertising contract is not transferable. Should the advertiser's business change hands, this agreement is voided and all balances due are the responsibility of the contracting advertiser. (Such balances cannot be sold as a part of a business transaction.)

Automatic Renewal Clause: This agreement may then be renewed for a one-month period, allowing both parties to complete negotiation. Such agreement requires the signature of the Publisher's Sales Director.

Initial x _____ Date _____