

# Rex Encore Media, LL

## ADVERTISING AGREEMENT

The advertising herein contracted shall be used exclusively for the advertising of the advertiser named Advertiser and shall not be sold, given or transferred in whole or in part to any other person, firm, corporation or organization, and shall not be used for advertising any retail name other than the one Advertiser. Contract rates will not be applicable prior to the contract being signed by the Advertiser and any agent(s) ordering space and/or receiving bills on the Advertiser's behalf or Advertising Agency. All advertisements which, in Rex Encore Media, LLC 's (Publisher) judgment, resemble news matter will have the word "Advertisement" printed at the top in a size deemed appropriate by the Publisher. The Publisher reserves the right to revise, edit or reject any or all copy at any time and for any reason including, but not limited to, libelous or other objectionable content. Advertiser and Advertising Agency (if any) assume liability, jointly, and severally, for the form and content of all advertisements published (including text, illustrations and photographs) and also assume full responsibility for any and all claims, actions or damages arising there from including claims for copyright, trademark or intellectual property infringement. Advertiser and Advertising Agency agree, jointly and severally, to indemnify and hold Publisher harmless from all claims, actions or damages arising from or caused by publication of any advertisement placed by Advertiser, including, but not limited to claims for libel, defamation, invasion of privacy, copyright, trade mark or trade name infringement or violation, unfair business practices, or false advertising. Advertiser and Advertising Agency further agree, jointly and severally, to reimburse Publisher for all settlement of claims or satisfaction of judgements, together with all expenses incurred in connection with the defense of such claims including attorney's fees and costs of litigation. Without limiting the generality of the foregoing, Advertiser and Advertising Agency represent and warrant that any copy submitted is truthful, maybe published by Publisher without violating any third party's rights and in compliance with all applicable laws and regulations. Any advertising submitted for publication under this contract by the Advertiser and/or his agent(s) shall constitute acceptance by the Advertiser and his agent(s), jointly and severally, of all conditions, standards, terms and policies contained in the current Rate and Information Guide of the Publisher, including the joint and several obligation to pay for advertising. All advertising shall be pre-paid unless Publisher has approved credit application submitted by the Advertiser. If credit is extended to Advertiser, payment in full is due upon receipt of monthly statement. Any advertising, placed by the Advertiser at regular rates or equivalent rates, will count toward fulfillment of this contract. Payment is due 30 days following billing date and will be considered past due afterwards. Past due accounts will incur a 3% per month service charge or a minimum \$2.00. Rebates and outstanding credits may be applied to Advertiser's past due account at the discretion of Publisher. Delinquent accounts will be subject to suspension of credit and Publisher may withhold any scheduled advertising by Advertiser until all accounts are paid in full. The advertiser agrees to accept as correct the statements of account rendered by the Publisher, both as to the amount of space and the rate billed, unless the Advertiser shall notify the Publisher within 10 days after receipt of bill that the statement is incorrect. In the event it becomes necessary for Publisher or its assignee to institute proceedings against Advertiser or Advertising Agency for collection of amounts unpaid under the terms of this contract, Advertiser and Advertising Agency agree, jointly and severally, to pay all costs of collection including collection fees, attorney's fees and court costs. If the Advertiser earns a better rate by exceeding the frequency herein contracted the Advertiser may request a rebate toward future advertising as an adjustment in accordance with the Rate Card within 30 days after expiration of contract. If the number of insertions contracted for is not used, or is not scheduled in accordance with the frequency specified, the Advertiser agrees to pay for such space as has been used at the rate actually qualified for in accordance with the Rate Card. It is agreed that if this contract stipulates a definite minimum space to be used at specified time intervals, and the Advertiser fails to provide new copy, the Publisher may insert copy of the minimum size until new copy is furnished. In the event that any tax is imposed on newspaper advertising, the Advertiser specifically agrees that such tax or taxes shall be added to the rates set forth in the Media Kit of the Publisher. The Advertiser agrees that the Publisher may cancel this contract or reduce the amount of space or revise the rates on 30 days written notice, and if such notice is given, the advertiser may notify the Publisher to cancel this contract at the time of change without being penalized. Failure to notify Publisher of cancellation within thirty (30) days or continuation of advertising by Advertiser after the new rates go into effect will constitute acceptance by Advertiser of the new rates under all the other remaining terms of this contract. In the event of war, flood, fire, strike or other emergency beyond the control of the parties which prevents performance of this contract by either party, the contract shall be suspended during the period(s) either party is unable to perform and the contract shall be extended for a like period of time. No liability shall arise between the parties by reason of such emergency suspension except for the obligation to extend the contract as set forth above. It is expressly agreed that no other printer, newspaper or printed or non-printed advertising media shall have any right to reproduce or use, for any commercial purpose, by photographic offset process or any other method of direct reproduction, any part or all of any advertisement printed by Publisher without the written consent of the Publisher. It is further understood, however, that nothing in this contract shall preclude the Advertiser from supplying to other publications similar or identical material or information for the production of advertisements by such other publications, or from suggesting the content or form

of any such advertisement, so long as the work of the Publisher and its newspapers shall not be directly reproduced by photographic offset process or other method of direct reproduction. Publisher shall not be liable for any error in published advertising unless a proof of the advertisement to be published is requested in writing by the Advertiser and returned to Publisher clearly marked for corrections prior to the applicable publishing deadline established by Publisher. If an error occurs in published advertising which was properly corrected on the advertising proof, Publisher's liability for such an error shall be limited to the cost of the advertising space occupied by the error. Publisher shall not be liable for omission of an advertisement submitted for publication except that Publisher shall credit Advertiser with the value of the omitted advertising space already paid for. Any rescheduled run of the omitted advertisement shall be at Advertiser's cost. All claims for adjustments for errors or omitted advertising must be made within thirty (30) days from the scheduled date of publication. Publisher shall not be liable for any general, special indirect or consequential damages suffered by Advertiser due to advertising errors or omissions. Publisher's failure to insist upon strict performance of any term or provision of this contract shall not be deemed to be a waiver of Publisher's rights or remedies, or a waiver by Publisher of any subsequent default by Advertiser or his agent(s) in the performance of, or compliance, with any terms of this contract or Rate Card. The Advertiser agrees that any and all contracts heretofore made by the advertiser for retail advertising with the Publisher are hereby cancelled. This Contract is subject to acceptance by Publisher.