

Classified Advertising Contract

The Island Packet

The Island Packet, 10 Buck Island Road, Bluffton, SC 29910

Date: _____

East Coast Newspapers, Inc, herein after designated as the Publisher, is hereby authorized to publish retail display advertising in *The Island Packet*,

for _____

hereinafter designated as the Advertiser, as follows: a minimum of _____ column inches per (week/month/year) for a period of _____ (weeks/months/year) in accordance with the rates and conditions set forth in the Rate and Information Guide of *The Island Packet*, The Advertiser agrees to pay the following

per column inch rate: _____ Monday through Saturday, and _____ Sunday.

The space herein contracted for shall be used exclusively for the advertising of the business firm named above 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 over any company name other than the one above.

This contract is for "classified" advertising exclusively, and the Advertiser agrees to accept the Publisher's definition of what advertising is to be designated "classified". This contract does not apply to other sections of the paper or "set solid" classified. Ads carrying multiple signatures are not eligible for classified rates. 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. All advertisements which, in Publisher's 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 therefrom. 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 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 a credit application submitted by the Advertiser. If credit is extended to Advertiser, payment in full is due upon receipt of Publisher's invoice. 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 Agency for collection of amounts unpaid under the terms of this agreement, Advertiser and Advertising Agency agree, jointly and severally, to pay all costs of collection including attorney's fees and court costs,

If the Advertiser earns a better rate by exceeding the space or frequency herein contracted for he may request an adjustment in accordance with the Rate and Information Guide within 30 days after expiration of contract. If the amount of space 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 and Information Guide.

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 Rate and Information Guide 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 short-rated. 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 Agreement.

In the event of war, flood, fire, strike or other emergency beyond the control of the parties which prevents performance of this Agreement by either party, the Agreement shall be suspended during the period(s) either party is unable to perform and the Agreement 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 Agreement as set forth above.

It is expressly agreed that no other printer, newspaper or 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 in *The Island Packet* 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 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 and Information Guide.

The Advertiser agrees that any and all contracts heretofore made by the advertiser for classified advertising with the Publisher are hereby cancelled.

This Agreement is subject to acceptance by Publisher.

East Coast Newspapers, Inc.
DBA The Island Packet

Firm _____

Address _____

City, State, Zip _____

Advertiser (signature) _____

Advertiser name printed _____

By _____
Advertising Representative

Approved By _____
Advertising Director

White Copy-Accounting

Yellow Copy-Customer

Pink Copy-Salesperson