

- DISPLAY
- CLASSIFIED



OBSERVER

ADVERTISING CONTRACT

THIS AGREEMENT is made on the _____ day of _____, 20____ between the OBSERVER (hereinafter called the "Company" and _____

Located at _____ (hereinafter called the "Advertiser").

WHEREAS the Company is the publisher of the OBSERVER, and the Advertiser wishes to purchase advertising space in said newspaper for advertising its own business exclusively, the Company and the Advertiser therefore agree as follows:

1. The Advertiser shall purchase a minimum of _____ (set inches) (agate lines) per (week) (month) (year) at the rates indicated on the Company's rate schedule, which is incorporated herein by reference and made a part of this Agreement, subject to the rate revision provisions of Paragraph (3) below.
2. The term of this Agreement shall be one year from the date hereof and it shall be automatically renewed for each year hereafter, unless either party gives written notice to the contrary 30 days prior to the anniversary date, or prior to a rate revision as provided in Paragraph (3).
3. The Company may revise its advertising rate schedule at any time upon 30 days written notice to the Advertiser. The Advertiser may, without penalty, cancel this Agreement at any time within 30 days after the new rates are made effective by giving written notice to the Company, and the cancellation will be effective 30 days following receipt of such notice.
4. The Company may, in its sole discretion, edit, classify or reject any advertising copy submitted by Advertiser.
5. The advertiser shall make payment within 25 days of the billing date indicated on Company's statement. In the event that Advertiser fails to make payment within 25 days after the billing date, the Company may reject advertising copy and/or immediately cancel this contract and the Advertiser agrees to indemnify the Company for all expenses incurred in connection with the collection of amounts payable under this contract, including court costs and reasonable attorney's fees. If this Agreement is canceled due to Advertiser's failure to make timely payment, the Company may rebill the Advertiser for all space run under the contract at the open or earned rate, whichever is applicable.

6. **Publisher's Liability for Error:** This Agreement cannot be invalidated for typographical errors, incorrect insertions or omission in advertising published. Advertiser shall notify the Company of such errors in time for correction before the second insertion. Failure by the Advertiser to provide copy by deadline to fulfill contract requirement gives Publisher the right to rerun the last ad of contract size. The publisher shall not be liable for slight changes or typographical errors that do not lessen the value of an advertisement. The publisher's liability for other errors is strictly limited to publication of the advertisement in any subsequent issue or an advertising credit that must be used within one year from the date issued.

7. **Indemnification:** The Advertiser and/or advertising agency agrees to defend and indemnify the publisher against any and all liability, loss or expenses arising from claims of libel, unfair competition, unfair trade practices, infringement of trademarks, copyrights, trade names, patents or proprietary rights or violation of rights of privacy resulting from the publication of the Advertiser's advertisement.

8. All advertising copy which represents the creative effort of the Company and/or utilization of creativity, illustrations, labor, composition or material furnished by it is and remains the property of the Company, 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 medium without the express written consent of the Company.

9. In the event that any federal, state or local taxes are imposed on the printing of advertising material, or on the sale of advertising space, such taxes shall be assumed and paid by the Advertiser.

10. This agreement may not be assigned or transferred by the Advertiser.

ADVERTISER: _____
Name of Business

ACCEPTED BY: _____
Signature

Print Name

Title

COMPANY: **OBSERVER** _____

ACCEPTED BY: _____

Title

WRITTEN BY: _____
Advertising Representative

ADVERTISING TO COMMENCE

Date