

Madden Media Advertising Agreement

345 E Toole Ave., Tucson, AZ 85701-1823
Telephone 520-322-0895 or 800-444-8768
Fax 520-322-9438
Contract Created: 3/14/2012 - 9:18 a.m.

Contract: C33499



Client:	City of Newport	Customer No.:	107881
Attention:	Lorna Davis	Phone:	541 265-8801
Address:	555 SW Coast Highway	Fax:	541 265-5589
		E-Mail:	lorna@newportchamber.org
City, State Zip:	Newport OR 97365	Website:	

Orders Summary

Program	Item	Gross	Net	Adj
2012 Oregon Spring Insert	One-Sixteenth Page Ad (Oregon Coast co-op) Oregon Coast co-op	\$1,718.53	\$1,460.75	-15%
2012 Oregon Spring Insert	Reader Service Listing (cooperative advertisers) Oregon Coast co-op	\$0.00	\$0.00	
		Total:	\$1,460.75	

Billing Information

Company:	City of Newport	Customer No.:	107881
Attention:	Nicole Clark	Phone:	541 574-0603
Address:	169 SW Coast Highway Newport OR 97365	Fax:	541 265-5589
		E-Mail:	n.clark@newportoregon.gov

TERMS: Net 30 Days

Signature: Jim Voetberg
Print Name: Jim Voetberg

Date: 3/14/12

Madden Media Rep.: Jon Trumbull

Terms and Conditions

TERMS: This offer for contract remains binding if signed and returned within seven days to the address or fax number shown below.

CREDIT CARD: Payments made by credit card are subject to a processing fee.

APPROVALS: All contents of all advertisements are subject to publisher's approval. Publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation, or position commitment at any time.

POSITIONING: Positioning requests will be considered but not guaranteed unless position is paid for and specified in the contract. The ultimate position of each advertisement is at discretion of publisher. Space reservation deadline for premium positions is four weeks prior to published rate card deadlines.

DEADLINES/MATERIALS: If the advertiser does not submit acceptable ad copy and/or production materials by materials due date, the publisher reserves the right to use prior ad materials or fill the space with a non-revenue ad. If the advertiser does not return any provided proofs with all required changes by the proof deadline, publisher reserves the right to use provided proof with editorial modifications deemed appropriate in editing process. The advertiser is still liable for the full cost of the ad space. Ad materials must conform to specifications in publisher's Electronic Ad Specifications form and/or rate card.

AD PRODUCTION & CHANGES: Please see Production Rate Card for applicable production, change and ad submission rates. Advertiser agrees to accept the terms of the Production Rate Card as part of this agreement.

PRINT METHOD: Body and cover are printed web offset. Final reproduction quality is contingent on materials furnished. Due to the nature of web offset and sheet-fed printing, color reproduction may vary from proofs and originals provided.

COMMISSIONS: A 15% commission is available to recognized agencies. No agency commission is allowed if payment is not received within 60 days of invoice date.

PAYMENT: Amounts due are invoiced upon delivery of publication. Some advertisement contracts may be required to be accompanied by a 50% deposit. Any balance not paid within 30 days of invoice date will be subject to a 1.5% monthly (18%) finance charge, unless payment plan option is approved. Publisher may order a client credit report at any time.

Publisher may hold advertiser and its advertising agency, jointly and severally, liable for all sums due and payable to publisher. Any collection expense or legal fees incurred in collecting payment will be paid for by the advertiser/agency.

CANCELLATIONS: The advertiser shall have the right to cancel this agreement at any time within three days of the date of this agreement by written notice to publisher. Any cancellation made after three days and up to and including the closing date shall be billed 30% of the amount of the original charge. No cancellations shall be accepted by the publisher after the closing date.

FREQUENCY DISCOUNTS: Apply only to advertising on written contracts. Repeat ads may be run the same as previous issue unless changes are received two weeks prior to closing date. If frequency contract is not fulfilled, advertiser agrees to pay short rate. Short rate is difference between rate contracted for and issue rates per rate card. Any frequency contract cancellations must be made in writing two weeks prior to closing date.

OMISSIONS/ERRORS: Publisher will exercise every care to prevent an error or omission in each advertisement. Advertiser has 15 days from publication date to notify publisher of any omissions or errors. Advertiser is responsible for making all required changes to any proof provided. The publication shall not be responsible for an omission or error if a proof of an ad has been provided to the advertiser. The publisher is not liable for failure to publish an ad or for typographical errors in publication. Adjustments for errors are limited to the cost of that portion of the ad wherein the error occurred. Advertising corrections of changes taken over the telephone are accepted only at the advertiser's risk. Advertisements not received by advertising production department by material closing date will not be entitled to the privilege of approval or revision by the advertiser or its agency.

PUBLISHER/ADVERTISER: All advertisements are accepted and published upon agreement that the party placing such materials 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 or expense on claims based on the subject matter of such advertisements.

ENTIRE AGREEMENT: This writing contains the entire agreement of the parties. No representations are made or relied upon by either party other than those expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms set forth unless done in writing and signed by the publisher and the advertiser.

All advertising materials should be mailed to:

AD TRAFFIC DEPARTMENT
Madden Media, Inc.
345 E. Toole Ave.
Tucson, AZ 85701

Telephone: 520-322-0895 / Fax: 520-322-9438

Please reference the Contract Number C33499 on ad material submittals.

Advertiser and its agency will be presumed to have read this contract and agreed to its conditions.