

# TRAVEL OREGON

## Advertising Contract

Published by:

**MEDIAmerica Inc.**  
715 SW Morrison, Suite 800  
Portland, Oregon 97205  
(503) 223-0304 • Fax (503) 221-6544

Rep: Hand, Betsy  
Phone: 503-445-8809  
Email: [betsyh@mediamerica.net](mailto:betsyh@mediamerica.net)

### Advertiser:

Nicole Clark  
City of Newport - Destination Newport  
169 SW Coast Hwy  
Newport, OR 97365-9975  
800-262-7844 • Fax:  
N.Clark@newportoregon.gov

### Agency:

• Fax:

Publication	Issue	Year	Size	Premium Pos	Web Positions	Rate	Package Discount	Add'l Discounts	Net
Travel Oregon	TOVG	2012	1/6H		---	2,200.00	0.00		2,200.00
						\$2,200.00	\$0.00	\$0.00	\$2,200.00

For ad material questions, please contact Cerissa McFarlane at 503-445-8842 or [cerissam@mediamerica.net](mailto:cerissam@mediamerica.net).

**NOTES:** Please sign & fax to 503-221-6544 to officially reserve your space.

### WEB AD MATERIALS: [mediamerica.net/web/web-and-eneews-ad-specs.html](http://mediamerica.net/web/web-and-eneews-ad-specs.html)

Q1 = December 1<sup>st</sup>, 2011 (launching January 1<sup>st</sup>, 2012); Q2 = March 1<sup>st</sup>, 2012 (launching April 1<sup>st</sup>, 2012); Q3 = June 1<sup>st</sup>, 2012 (launching July 1<sup>st</sup>, 2012); Q4 = September 1 (launching October 1<sup>st</sup>, 2012).

**Seasonal Digi-Magazine Ad Materials:** Spring Issue = Jan. 13, 2012 (launching Feb. 8, 2012); Summer Issue = April 13, 2012 (launching May 9, 2012); Fall Issue = July 13, 2012 (launching Aug. 8, 2012); Winter Issue = Oct. 12, 2012 (launching Nov. 9, 2012).

**E-NEWSLETTER AD MATERIALS:** Due two weeks prior to e-newsletter delivery: Core e-news delivery the first Wednesday of the month, \*Niche delivery the third Wednesday of the month (\*Niche: Outdoor - Jan, March, May, July, September, November; Culinary - Feb, April, June, August, October, Dec.)

### PRINT AD MATERIALS: [mediamerica.net/print/print-ad-specifications.html](http://mediamerica.net/print/print-ad-specifications.html)

2012/13 Visitor Guide ad materials are due **February 3, 2012**. Please submit your ad materials to Cerissa McFarlane at [cerissam@mediamerica.net](mailto:cerissam@mediamerica.net) or contact Cerissa with any questions.

**BILLING:** Billing for Web advertising will take place on the 15th of every quarter: January 15th, April 15th, July 15th & October 15th. Billing for print advertising will take place upon release of the 2012/13 Visitor Guide (April 2012).

**Thank you for your business!**

By signing below, I accept the above agreement as well as the publisher's Advertising Terms and Conditions printed on attached sheet.

Advertiser  Date 1-23-12 Account Executive \_\_\_\_\_ Date \_\_\_\_\_

### ADVERTISING TERMS AND CONDITIONS

(A) As used in this section entitled "ADVERTISING TERMS & CONDITIONS" the term "Publisher" shall refer to MEDIAmerica, Inc.

(B) All insertion orders are accepted subject to provisions of our current rate card. Rates are subject to change upon notice from the Publisher. Should a change in rates be made, space reserved may be canceled by the advertiser or its agency at the time the change becomes effective at no cost to advertiser.

(C) Advertisements are accepted upon the representation that the advertiser and its agency have the right to publish the contents thereof. In consideration of

such publication, the advertiser and its agency agree to indemnify and hold Publisher harmless against any expense or loss by reason of any claims arising out of publication.

(D) All contents of advertisements are subject to Publisher approval. Publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation or position commitment at any time without cause. Publisher reserves the right to insert the word "advertisement" above or below any copy. Publisher will immediately refund any amounts prepaid by advertiser for cancelled or rejected advertisements.

(E) Advertisements not received by the final materials closing date will not be entitled to the privilege of okay or revision by the advertiser or its agency.

(F) Cancellations or changes in order may not be made by the advertiser or its agency after the reservation closing date. If a contract is cancelled, the publisher will assess a cancellation fee of 20% on the contract amount. If there are changes in the order, after signing the original contract, the rate may be subject to an upcharge.

(G) Positioning of advertisements is at the discretion of the Publisher except where a request for a specific preferred position is acknowledged by Publisher in writing.

(H) Publisher is not liable for delays in delivery and/or non delivery in the event of an Act of God, action by any government or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slow down, or any condition beyond the control of the Publisher affecting production or delivery in any manner.

(I) Publisher shall have the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to the Publisher for advertising which advertiser or its agent ordered and which advertising was published.

(J) Publisher shall not be liable for any costs or damages if for any reason it fails to publish an advertisement. The Publisher's liability for any error will not exceed the cost of the space occupied by the error, or the amount paid by the advertiser, therefore whichever is greater.

(K) Publisher shall have no liability for errors in key numbers or advertiser's index.

(L) Conditions other than rates are subject to change by Publisher without notice.

(M) No conditions other than those set forth in this contract shall be binding on the Publisher unless specifically agreed to in writing by the Publisher. Publisher will not be bound by conditions printed or appearing on order blanks or copy instructions which conflict with the provisions of this rate card.

(N) In the event that any amounts due the Publisher under this agreement are not paid in accordance to the proscribed payment terms (30 days) Publisher reserves the right to charge interest for delayed payment of 1-1/2% per month or the maximum legal rate of interest allowed by law for all undisputed invoices past due in excess of thirty days.

(O) This agreement shall be governed and construed in accordance with the laws of the State of Oregon. In the event that commercial collection or legal proceedings be instituted by the Publisher to collect any amounts due under this agreement, advertiser agrees to pay reasonable attorneys fees or collection fees plus any other court costs and charges incurred providing publisher is the prevailing party.

#### LEAD POLICY

By purchasing Leads and/or receiving free Leads from the Oregon Tourism Commission (OTC), doing business as Travel Oregon, and hereafter for the purpose of this document referred to as OTC and the List Recipient hereafter for the purpose of this document referred to as the Renter, agrees that:

- Renter is defined as: any business/organization that has been approved to use the Travel Oregon Online Lead (TOOL) system, a business/organization that has purchased an advertisement in an OTC publication or a business/organization that is participating in a Co-operative marketing program with the OTC.
- The Renter approval process. OTC will verify with the Secretary of The State of Oregon for registered business/organizations.
- Leads are defined as: any individual (consumer) who has requested information from the OTC - by telephone, mail, electronically correspondence or Internet or in any other manner - and has explicitly agreed to share his/her contact information with third parties located in Oregon who are promoting a tourism product or service in the State of Oregon.
- Only the Renter of the Leads list shall use it to promote an Oregon tourism product or service.
- The Renter agrees not to resell or give away Leads obtained from OTC to partners and other third parties.
- Renter shall use Lead contact information (email address and/ or mailing) only once; future communication is authorized only if a lead specifically opts-in for future communications from the Renter.
- The Leads list is monitored for unauthorized usage.
- The renter agrees that it is in compliance with the federal CAN-SPAM Act of 2003 (more information can be found here: <http://www.ftc.gov/bcp/online/pubs/buspubs/canspam.shtml>)
- OTC reserves the right to request a copy of the direct mail piece or e-mail that will be used to communicate to Leads.
- Co-Operations, Inc is OTC fulfillment contractor. Co-Operations oversees the payment process and Lead request.
- The renter shall defend, hold harmless and indemnify Co-Operations, OTC and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the Renter use or disposition, in any way whatsoever, of the information furnished to the purchaser under this agreement. The Renter and Co-Operations agree that the State of Oregon and the OTC are third-party beneficiaries of this indemnity provision and that the State of Oregon and OTC shall have the right to enforce this provision against the Renter.
- By ordering Leads, other information or data from OTC and Co-Operations, the Renter agrees to all of the above provisions makes this agreement binding with the purchase of said Leads, other information or data.



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Portland, Oregon 97205  
(503) 223-0304 • Fax (503) 221-6544

**Rep: Hand, Betsy**  
**Phone: 503-445-8809**  
**Email: betsyh@mediamerica.net**

**Advertiser:**

Nicole Clark  
City of Newport - Destination Newport  
169 SW Coast Hwy  
Newport, OR 97365-9975  
800-262-7844 • Fax:  
N.Clark@newportoregon.gov

**Agency:**

• Fax:

Issue	Year	Size	Activities Category	City Name	Web Position	Rate	Package Discount	Add'l Disc	Net
OCVA print	2012	FP	---	---	---	2,900.00	435.00	0.00	2,465.00
						\$2,900.00	\$435.00	\$0.00	\$2,465.00

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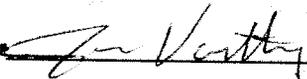
2012 Visitor Guide ad materials due February 3, 2012.

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**MEDIAAMERICA**