



Advertising Agreement

Advertiser
 Cindy Breves-DNC
 City of Newport
 169 SW Coast Hwy.
 Newport, OR 97365
 541-265-8801
 c.breves@newportoregon.gov

Ad Agency

Publisher
 One Tiger Oak Plaza
 900 South 3rd Street
 Minneapolis, MN 55415

Seattle Office
 1417 4th Avenue
 Suite 600
 Seattle, WA 98101

Acct Exec: Frankie ORourke
 Acct Exec Phone: 206-452-2993 Fax 206-452-0004
 Acct Exec Email: frankie.orourke@tigeroak.com
 Contract Number: 49923
 Contract Date: 3/26/2015

Insertion Line Items

Publication	Issue	Year	Ad Size	Net	Ad Notes
1-Mag-CSM-Seattle Magazine	Sep	2015	1/3 Page Square	1,735.50	
1-Mag-CSM-Seattle Magazine	Oct	2015	1/3 Page Square	1,735.50	
1-Mag-CSM-Seattle Magazine	Nov	2015	1/3 Page Square	1,735.50	
1-Mag-CSM-Seattle Magazine	Feb	2016	1/3 Page Square	1,735.50	
1-Mag-CSM-Seattle Magazine	Mar	2016	1/3 Page Square	1,735.50	
1-Mag-CSM-Seattle Magazine	Apr	2016	1/3 Page Square	1,735.50	
				\$10,413.00	

Publication	Issue	Year	Product	Net	Item Notes
6-Sponsored Content-CSM-Seattle	Sep	2015	6-Sponsored Content-CSM-Seattle	1,500.00	Sponsored content: Newport getaway itinerary, published at seattlemag.com
				\$1,500.00	

Tiger Oak Publications, Inc. Credit Policy

Tiger Oak will charge the credit card listed below on the invoice date unless you are a new advertiser then it may be charged in advance.

No Debit Cards are accepted

Direct Bank Debit Authorization

Bank name _____
 Routing number _____
 Account number _____ **Checking Accounts Only**
 Name on Account _____

Credit Card Information

Check Credit Card Type: Visa ___ MasterCard ___ American Express ___

Credit Card Number:

Expiration Date:

Card Holder Name:

Billing Address:

City, St, Zip:

Signature:



Advertising Agreement

Contract Number: 49923
 Contract Date: 3/26/2015

Advertising Terms & Conditions

1. **General** Advertiser and Agency will be jointly and severally liable for the obligations hereunder. Publisher may, in its sole discretion, edit, reclassify or reject any advertising copy submitted by Advertiser, including, without any limitations whatsoever, that Publisher may place the word "Advertisement" with any copy

that, in its opinion, resembles editorial matter, or it may reject such copy. Any corrections must be in writing and must be six weeks prior to the on-sale date in the then current rate card; orders or corrections communicated orally or after the deadline are not accepted. In no event will the publisher be liable for any costs, damages or loss (including but not limited to loss of projected earnings) directly or indirectly arising from error in advertisements or with respect to ad placement or if, for any reason, it fails to publish an advertisement or circulate all or any part of any issue. The Publisher's advertising representatives are not authorized to amend the terms of this Agreement, either orally or in writing. The Publisher will not be bound by any terms or conditions whatsoever appearing on order blanks, copy instructions, insertion orders or other documents from, or communications by Advertiser. The failure or delay of the publisher to enforce any term or condition of this Agreement will not be construed as a waiver of any of its rights. This Agreement will be interpreted and enforced in accordance with the laws of the State of Washington applicable to agreements made and to be wholly performed therein and venues for any litigation hereunder shall be in the State of Washington.

2. **Payment** Advertiser agrees to pay Publisher pursuant to Publisher's rate card, the terms and conditions of which are incorporated herein. This Agreement may entitle the Advertiser to a discount off of the open rate on the rate card, however this Agreement does not guarantee a fixed rate, and the Publisher reserves the right to modify its rate card at any time upon 30 days notice. Advertiser will be short rated if it does not use the minimum space or frequency contracted for. Where credit has been granted, payment will be due and payable within 15 days following publication. Past due amounts will accrue interest at the rate of 1.5% or the maximum rate allowed by law per month, from the date any such past due. Advertiser will incur a charge, as permitted by state law, for any check returned to Publisher unpaid. Upon failure of Advertiser to pay any amounts due or in the event of any other material breach of this Agreement, Publisher may, at its sole option, require cash in advance, stop inserting Advertiser's advertisements and/or Terminate this agreement as provided below. The total amount due hereunder will become immediately due and payable, and Publisher may stop inserting Advertiser's advertisements in its publication, in the event that the Advertiser: (1) discontinues the operation of its business; (2) files or has filed against it any petition pleading in bankruptcy or for the appointment of a receiver; (3) makes any assignment for the benefit of creditors; or (4) fails to pay any amount due hereunder when due. For value received, including advertising, services, or other valuable consideration, I hereby unconditionally guarantee at all times full and prompt payment, upon demand of any indebtedness which has been incurred under this agreement. I understand this to mean that I will personally guarantee payment of all debt and obligations under this agreement. Advertiser agrees to pay all costs (including collection agency fees, court costs and attorneys' fees) Incurred by Publisher in collecting Advertiser's delinquent accounts. 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 will be assumed and paid by the Advertiser. Unpaid balances placed by an agency on behalf of a client outstanding greater than 30 days from the original invoice date will be billed by the Publisher directly to the client and the agency will unconditionally release all claims. The agency discount will no longer be applicable on past and current balances and the client will be responsible for discounts taken, if any.

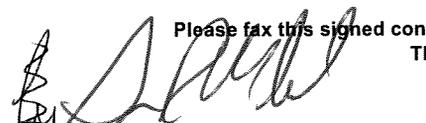
3. **Term and Termination** All cancellations must be received in writing no less than 30 days prior to the space closing date or 60 days from the publication date. Upon cancellation by advertiser for any reason, any amounts due will immediately become due and payable and Advertiser will be entitled only to such frequency discounts as will have been earned to the date of termination. Publisher may terminate this Agreement at any time. In that event, any amounts due from Advertiser will immediately become due and payable; Advertiser will be entitled to any frequency discounts which would have been earned had the Agreement run to its scheduled date of expiration, unless Publisher terminates the Agreement because of a breach by Advertiser, in which case Advertiser will be entitled only to such frequency discounts as will have been earned to the date of termination.

4. **Warranties and representations and Indemnification** Advertiser will supply Publisher with copies of licenses, releases or other written proof of such rights and, upon request, Advertiser will supply Publisher with documentation of any advertising claims made in material provided by Advertiser. Advertiser will indemnify and save Publisher from any loss, cost, liability, claim, suit or damages arising out of or in connection with any claim which, if sustained, would constitute a breach of Advertiser's warranties and representations or otherwise arising out of or in connection with the publication of any material furnished to Publisher, any Advertiser-sponsored contests or promotions, or any co-op or other advertising for the Advertiser that is subsidized or otherwise paid for by a third party. The provisions of this paragraph will survive the termination of this Agreement.

5. **Material Produced by Publisher** Any advertising material produced by Publisher pursuant to this Agreement will remain the sole property of Publisher, and Advertiser will accrue no rights thereto and will not use such advertising in a any fashion without the consent of Publisher. Insertion rate does not include production charges unless otherwise noted. Any additional production charges will be invoiced separately.

Please fax this signed contract back to your Account Executive at 206-284-2550

Thank you for your business!



Advertiser

3-27-15

Date

Account Executive

Date