



# Advertising Contract

**Contract #: 3975**

**Contract Date: 8/22/2016**

**Advertiser**

City Of Newport  
555 Coast Hwy  
Newport, OR 97365  
541 265 8801  
c.breves@newportoregon.gov

**Bill To**

Spencer Nebel  
City Of Newport  
169 SW Coast Hwy  
Newport, OR 97365  
541 564 0603

**Publisher**

Statehood Media, LLC  
70 SW Century Drive  
Suite 100-218  
Bend, OR 97702  
Phone: (541) 728-2764  
Rep: Jenny Kamprath  
Rep Phone:  
Rep Email: jenny@statehoodmedia.com

Publication	Year	Issue	Ad Material Deadline	Ad Size	Color	Frequency	Retail Rate	Discounts	Net
1859 Magazine	2016	Oct	8/23/2016	1/2 Page H	4-Color	12x	1,300.00	195.00	\$1,105.00
1859 Magazine	2016	Nov	9/20/2016	1/2 Page H	4-Color	12x	1,300.00	195.00	\$1,105.00
1859 Magazine	2016	Dec	10/25/2016	1/2 Page H	4-Color	12x	1,300.00	195.00	\$1,105.00
1859 Magazine	2017	Jan		1/2 Page H	4-Color	12x	1,300.00	195.00	\$1,105.00
1859 Magazine	2017	Feb		1/2 Page H	4-Color	12x	1,300.00	195.00	\$1,105.00
1859 Magazine	2017	Mar		1/2 Page H	4-Color	12x	1,300.00	195.00	\$1,105.00
1859 Magazine	2017	Apr		1/2 Page H	4-Color	12x	1,300.00	195.00	\$1,105.00
1859 Magazine	2017	May		1/2 Page H	4-Color	12x	1,300.00	195.00	\$1,105.00
1859 Magazine	2017	Jun		1/2 Page H	4-Color	12x	1,300.00	195.00	\$1,105.00

<b>Total:</b>									<b>\$9,945.00</b>
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**STATEHOOD MEDIA, LLC  
MAGAZINE and ONLINE MEDIA  
ADVERTISING TERMS AND CONDITIONS**

1. Scope. These Terms & Conditions govern the terms under which Statehood Media, LLC may place advertisements from the Advertiser in a print publication owned and published by Statehood Media, LLC or in digital media owned and published by Statehood Media, LLC. As used herein, the term "Agreement" means collectively these Terms & Conditions and any insertion order or space order contract entered into by Advertiser. In the event of any conflict between the terms of any insertion order or space order contract and the terms of these Terms & Conditions, the terms set forth in these Terms & Conditions shall control. As used herein, the term "IO" means insertion order and "Advertiser" means the advertiser identified on the IO or space contract order. By submitting an order for placement of an advertisement and/or placing an advertisement, Advertising and Agency, and each of them, agree to be bound by all of the following terms and conditions.
2. All advertisements are subject to Statehood Media, LLC's prior approval. Statehood Media, LLC reserves the right to reject or cancel any advertisement prior to publication or thereafter for any reason at any time without liability. Statehood Media, LLC may, in its sole discretion, set any restrictions on the positioning of the actual advertisement in the magazine or web site. Statehood Media, LLC reserves the right to modify (at the Advertiser's expense) any advertisement, with the Advertiser's approval generally but without the Advertiser's approval if the ad materials are received after the posted and/or printed Ad Materials Due date, in the event that Statehood Media, LLC finds that the copy, artwork or any other creative elements fail to meet Statehood Media, LLC's specifications or are not in compliance with Statehood Media, LLC's advertising guidelines. Statehood Media, LLC reserves the right in its sole discretion to label as advertisements all advertisements that are not immediately identifiable as advertisements. All orders to place advertisements in the magazine or web site are subject to the rate card changes, place units and specifications then in effect, all of which are subject to change and shall be made a part of these terms and conditions.
3. Advertiser and Agency represent and warrant that: (a) they have the right to place the advertisement in the magazine or web site; (b) nothing contained in the advertisement violates or will violate the intellectual property rights, confidentiality rights, proprietary rights, privacy rights, property rights, or contract rights of any person or entity; (c) nothing contained in the advertisement will defame or disparage any person or entity; and (d) nothing contained in the advertisement will violate any law, rule, or regulation, including without limitation any U.S. Postal regulations.
4. Advertiser and Agency agree to the following payment terms: (a) 50% of IO due prior to publication and 50% due upon publication; (b) Terms are net 30 days from date of invoice; (c) Advertiser and/or Agency must pay any and all reasonable attorney fees if it becomes necessary to place any claims or funds with an attorney; (d) In the event any invoice is not paid within 30-days, all invoices outstanding and unpaid and charges shall become due and payable, immediately, and the agency commission will be negated as unearned; (e) A 1.5% monthly finance charge will be assessed for any balances 30-days past due.

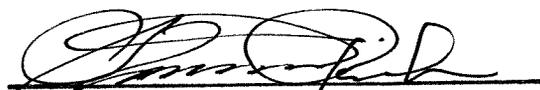
5. Cancellations accepted with written notice if received 30 days prior to issue closing. Cancellations received less than 30 days prior to publication will be billed at the full rate.
6. In no event shall Statehood Media, LLC be liable as the result of any error, delay, or omission beyond Statehood Media, LLC's reasonable control, including without limitation any fire, act of god, labor strike, war, civil insurrection, or the like. Statehood Media, LLC's liability, if any, relating to or arising out of the placement of the advertisement in the magazine or web site or any error, delay, or omission relating thereto shall not exceed the amounts actually paid by Advertiser and/or Agency for placing the advertisement, and in no event shall Statehood Media, LLC be liable for any loss of income, indirect damages, consequential damages, treble or enhanced damages, statutory damages, or punitive damages of any nature regardless of the theory of liability.
7. Statehood Media, LLC makes no representations or warranties with respect to the quality of the appearance of the advertisement, and in no event shall Statehood Media, LLC be responsible for the production quality of any materials or inserts provided to Statehood Media, LLC. Advertiser and Agency shall be responsible for any additional costs incurred by Statehood Media, LLC in resulting from the failure of any materials or inserts furnished to Statehood Media, LLC to meet Statehood Media, LLC's specifications. In the event that Statehood Media, LLC is unable to publish the furnished materials or inserts as a result of their failure to meet such specifications, Advertiser and Agency shall remain liable for the applicable rate card charges as if the advertisements had run.
8. In the event an IO is entered into by an ad agency on behalf of an Advertiser, such agency represents and warrants that it has the full right and authority to place such IO on behalf of the Advertiser and that all legal obligations arising out of the placement of the advertising creative will be binding on both the Advertiser and the advertising agency. Advertiser and Agency shall be jointly and severally liable for the costs of placing the advertisement and any other charges relating thereto, including any costs of collection incurred by Statehood Media, LLC, including without limitation Statehood Media, LLC's attorneys' fees.
9. Neither party shall release any non-public information regarding this Agreement, any IO or space order contract, or the Parties' relationship without the other party's prior written consent. The prohibition in the preceding sentence shall apply fully to press releases, promotional announcements, merchandising materials, and the like.
10. Advertiser shall indemnify, defend, and hold harmless Statehood Media, LLC and affiliates and their respective officers, directors, employees, attorneys and agents from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) a claim arising from the breach by Advertiser of any provision of this Agreement; and/or (ii) any third party claim alleging that an advertisement infringes the intellectual property rights, publicity or privacy rights, or other rights of such third party.
11. Miscellaneous. The Parties are independent contractors and are not partners, joint ventures or otherwise affiliated. The covenants, conditions, terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and, each of their respective personal representatives, successors and assigns. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon without regard to conflict of law principles. Any action or proceeding arising out of or in connection with this Agreement shall be venued in a federal or state court of appropriate subject matter jurisdiction located in Deschutes County, OR and the Parties hereby consent to the personal jurisdiction in such courts. In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation will be entitled to recover from the other party all the costs, reasonable attorneys' fees, and other expenses incurred by such prevailing party in the litigation. This Agreement contains the final and entire agreement between the Parties and is intended to be an integration of all prior agreements between them regarding the subject matter hereof. Statehood Media, LLC shall not be bound to any terms or conditions not set forth herein. No failure by either party to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision. No term, covenant, agreement or provision of this Agreement and no breach thereof shall be waived, altered or modified except by a written instrument executed by the parties. In the event that, for any reason whatsoever, any clause or provision of this Agreement (or the application of such clause or provision to a particular set of circumstances) is held or declared to be invalid, illegal or unenforceable, such holding or declaration shall not in any way affect the validity or enforceability of any other clause or provision of this Agreement (or the application of such clause or provision to a different set of circumstances).



8/23/16

Agency: City of Newport Date \_\_\_\_\_ Statehood Media, LLC: Jenny Kamprath Date \_\_\_\_\_

**Approved as to Form**

  
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 City Attorney

