



Advertising Agreement

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

Rep:Burke, Nancy
 Phone:
 Email: nancyb@mediamerica.net

Advertiser:

Spencer Nebel
 City of Newport
 169 SW Coast Hwy
 Newport, OR 97365

Agency:

Billing:

Spencer Nebel
 City of Newport
 169 SW Coast Hwy
 Newport, OR 97365

Publication	Year	Issue	Position	OCVA Region Name	OCVA Web Main Page Name	Item Notes	Rate	Net
OCVA E-news	2021	May	Formatted Text Ad		Basic		140.00	\$140.00

Publication	Year	Issue	Ad Size	City Name	OCVA Main Page Items	Ad Notes	Rate	Net
OCVA Visitor Guide	2021	OCVA Print	Premium Position	--	Basic	TOC2	3,435.00	\$3,435.00

Total:							\$3,576.00	
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Notes: Please reply to the email with this agreement with the words EXECUTE AGREEMENT and we can consider that your electronic signature. Or simply print, sign & email to your sales rep or fax to 503-221-6544 to officially reserve your space. Please contact Hindisea Ali at hindisea@mediamerica.net for space or to submit materials.

AD MATERIAL DEADLINES

Web Ad Materials: Unless a new ad is submitted by the deadline, we will continue running previous quarter's ad.
 Q1 = December 14, 2020 (launching January 1, 2021)
 Q2 = March 12, 2021 (launching April 1, 2021)
 Q3 = June 12, 2021 (launching July 1, 2021)
 Q4 = September 11, 2021 (launching October 1, 2021)

E-newsletter Ad Materials:

Due two weeks prior to e-newsletter delivery


Print Ad Materials:
2021/22 Visitor Guide ad materials are due February 26, 2021.

Billing:
Web: Will take place on the 15th after each quarter launches.
E-Newsletter: Will take place each month of your participation.
Print: Will take place upon release of the 2021/22 Visitor Guide (April 2021).

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

sheet.

Advertiser City of Newport


Date 4/21/21 Account Executive 

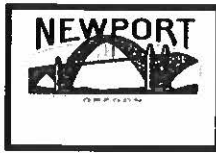
Date 4/21/21

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.



MEDIAERICA



AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Advertising Agreement Date: 3/18/21

Statement of Purpose: Advertising Destination Newport in the Oregon Coast Visitor's Guide

Department Head Signature: _____

Remarks, if any: _____

City Attorney Review and Signature: [Signature] Date: 4/09/2021

Other Signatures as Requested by the City Attorney: _____

	Signature				Name/Position	Date:
Budget Confirmed:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>			
Certificate of Insurance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>			
City Council Approval Needed:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>				Date: _____

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 04/12/21

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 4/27/2021

Date posted on website: 4/28/21

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