

Vero Beach 32963 Media, LLC

Standard Advertising Agreement 2011- 2012

Vero Beach 32963 Media, LLC (hereinafter "Publisher") agrees to sell and _____ (hereinafter "Advertiser") agrees to purchase display advertising from Publisher subject to the terms indicated below:

The term of this Standard Advertising Agreement shall begin on _____ and end on _____ unless amended by mutual written agreement of the parties.

**If no Advertising Agency is designated as a party to this Agreement, all references to "Agency" herein are null, void and of no effect. The absence of an Agency as a party to this Agreement does not otherwise affect the Advertiser's rights, duties, and obligations under this Agreement.*

AGREEMENTS: By execution hereof, Advertiser and Agency and each of them, agree as follows: (a) Advertiser and Agency agree that Agency is authorized to perform for Advertiser as Advertiser's agent such of those terms of this Agreement as require or permit performance by Agency for Advertiser, and that Agency is expressly authorized to enter into this agreement on and behalf of Advertiser, and that Agency's or Advertiser's signatory below is a duly authorized representative, and (b) Advertiser and Agency expressly agree that both Advertiser and Agency, jointly and severally, assume liability to Publisher for payment of all sums due or which become due to Publisher hereunder regardless of whether Advertiser has paid all or part of such sums to Agency, and (c) Agency and Advertiser agree that all advertising purchased under this Agreement is and shall be for business purposes only.

ADVERTISING MATERIAL AND LIMITATION OF PUBLISHER'S LIABILITY

1. Advertising material submitted by Advertiser or Agency shall conform to the regulations of Publisher as set forth in this Agreement and in the applicable Publisher's Rate Card, as in effect or amended (incorporated herein by reference), receipt of which is acknowledged by Advertiser or, if applicable, Agency.
2. Publisher reserves the right to delete objectionable words or phrases; to refuse or revise any advertisement; and to change regulations and rates applicable to such advertisements subject to terms of this Agreement.
3. The advertising contracted for will be located in the newspaper at the discretion of the Publisher. However, specific Premium Positions agreed to by publisher as noted in the Terms of Purchase below will be honored as long as Advertiser maintains an ad of the same size in each consecutive issue. If Advertiser decides to skip an issue, Publisher will make every effort to honor future position requests, but no specific section or page is promised or guaranteed.
4. Publisher assumes no responsibility for subject matter contained in advertising placed by Advertiser or Agency.
5. Advertiser and Agency agree that all advertising and materials submitted shall comply with all applicable federal, state, and local laws, ordinances, regulations, guidelines and administrative standards as now or hereafter in effect. Advertiser and Agency, jointly and severally, agree to indemnify and hold Publisher harmless against all loss, damage, expense, claim, liability or injury, including attorneys' fees and costs, sustained by reason of Publisher's printing advertising for Advertiser giving rise, directly or indirectly, to any claim for slander, libel, infringement of trade name, copyright or patent, damages in tort, violations of statutes regulating illegal or unfair competition or trade practice, or any other demand of any sort whatsoever. This provision shall survive termination of this Agreement.
6. Publisher's liability to Advertiser and/or Agency in the event it fails to publish advertising purchased hereunder or in the event that errors are made in the publishing of advertising purchased hereunder shall not exceed the cost of the advertising space actually occupied by the ad, or, in the case of errors, by the error and/or omission. Advertiser and Agency expressly waive and release Publisher from any and all liability for actual and/or consequential damages (including claims for lost profits or business) claimed to result from the publication of and/or failure to publish advertising for Advertiser and/or Agency. The foregoing notwithstanding, in no event does Publisher assume liability or responsibility for errors in advertising purchased hereunder unless a proof of such advertising is

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requested by Advertiser or Agency and submitted to Publisher with the error or correction plainly noted in writing thereon prior to the scheduled publication date of the advertising in question.

7. Advertiser and Agency agree that original creative artwork, logos or designs created by Publisher for the Advertiser and/or Agency remains the property of Publisher and may not be provided to other media without prior written consent of Publisher. Subject to this reservation of rights, Publisher provides to Advertiser and/or Agency unlimited use of Publisher-created original creative artwork, logos or designs in advertisements and materials published by Publisher. One-time rights to use Publisher-created original creative artwork, logos or designs for advertising to be placed with media other than in products published or distributed by Publisher may be purchased from Publisher by Advertiser or Agency under a separate Creative Rights Agreement.

GENERAL TERMS

1. A waiver by Publisher of any breach of this Agreement or default in payment shall not be construed as a waiver of any subsequent breach or default.
2. This Agreement shall not be assigned by Advertiser or Agency without the express written consent of Publisher.
3. It is agreed that this Agreement as written, including Publisher's Rate Card, as now in effect or as subsequently amended, constitutes the sole and entire agreement between the parties. No representative of Publisher is authorized to make any oral modification to this Agreement or Publisher's Rate Card. In case of conflict between this Agreement and Publisher's Rate Card, this Agreement (together with Addendum Agreements, if any) shall control. This Agreement may be amended only by specific terms expressed in writing by an Addendum Agreement signed by Advertiser and/or Agency and Publisher. This Agreement and Addendum Agreements, if any, may not be supplemented, expanded, modified, revised or added to by an Advertiser's or Agency's insertion order form or other document requesting advertising. It is expressly agreed this Agreement (together with any Addendum Agreements signed by all parties, if any) shall govern the terms, rates, conditions and liabilities of and for all advertising hereunder.
4. This Agreement shall not be binding until signed by the president of Publisher. It is not binding if signed only by an account executive of Publisher.

RATES AND TERMS OF PAYMENT

1. The Agreement is made and accepted pursuant to the rates, terms and conditions set forth in Publisher's Rate Card as now in effect or as amended from time to time. Publisher reserves the right to revise and amend its Rate Card at its option. The Publisher reserves the right, because of possible manufacturing or mailing costs beyond its control, to revise advertising rates at any time, and all advertising contracts are accepted by Publisher subject to this reservation.
2. Publisher may revise the rates for advertising purchased hereunder upon thirty (30) calendar days' advance written notice to Advertiser or, if applicable, Agency. Notice to Agency shall constitute notice to Advertiser. Notice shall be complete upon deposit in the U.S. mail or overnight delivery service, properly addressed to Advertiser's or, if applicable, Agency's address set forth herein, or to such change of address that may be amended in a written notice to the other party. Advertiser or Agency may terminate this Agreement within twenty (20) calendar days of receipt of any such notice by giving written notice of termination to Publisher. In the event of such termination, the rates for advertising purchased before and including the date of termination shall be at the rate as set forth in Publisher's Rate Card in effect on the date(s) of publication, for the minimum amount of spending on advertising specified under this Agreement, and the rate for all advertising purchased after the date of termination shall be at the new rates as set forth in Publisher's Rate Card in effect on the date(s) of publication.
3. If Advertiser spends less than the minimum quantity of advertising required by this Agreement, Publisher may, at its option, charge ("short rate") for the expenditure actually made at the applicable rate set forth in Publisher's Rate Card in effect on the date(s) of publication, and/or terminate this Agreement as provided hereinafter. If Advertiser spends more than it is obligated to spend hereunder, Advertiser's rate shall be adjusted to the applicable rate on the Publisher's Rate Card for that amount of spending effective on the date(s) of publication, but no more than two contract levels above Advertiser's then-current rate.

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4. This Agreement does not constitute an extension of credit to Advertiser or Agency by Publisher. Publisher, at its option, may at any time require Advertiser and/or Agency to pay in advance for all advertising purchased hereunder in cash, check, or certified funds. Publisher may, at its option, extend Advertiser and/or Agency credit upon the completion of an application for credit and/or a personal guaranty(ies) by Advertiser, Agency or their representatives. In the event Publisher extends credit, Publisher shall submit statements for advertising purchased hereunder to Advertiser, or, if applicable, Agency, and payment shall be made to Publisher in the full amount thereof. Statements are due and payable in full on the fifteenth (15th) of the month following the month of publication at Publisher’s principal place of business. If payment of any statement or statements has not been made to Publisher as provided above, Publisher at its option may, without waiving any other rights hereunder, do any or all of the following: (a) require Advertiser and/or Agency to arrange for special credit terms, including a promissory note and a guaranty, corporate or personal; (b) refuse to accept any further advertising from Advertiser and/or Agency until all past-due payments are made; (c) terminate this Agreement.

5. Any statement submitted to Advertiser or, if applicable, Agency, by Publisher shall be conclusive as to the correctness of the items therein set forth and shall constitute an account stated unless objection is made to such statement in writing and delivered to Publisher on or before the due date of said statement.

6. In the event Publisher in its sole discretion deems it necessary or advisable to bring suit to collect amounts due and owing hereunder, Publisher shall be entitled to recover its reasonable costs of collection, including reasonable attorneys’ fees, investigators’ costs, and other court costs, plus interest on all unpaid sums calculated at the rate of one and one-half percent (1.5 %) per month (eighteen percent (18 %) per annum).

TERMINATION

1. Publisher may terminate this Agreement immediately at any time and for any reason, with or without cause. Upon termination of this Agreement by Publisher, the advertising actually purchased shall be charged ("short rated") at the applicable discount rate earned as set forth in Publisher’s Rate Card as in effect on the date(s) of publication, unless Advertiser or Agency has met its contractual obligations provided in this Agreement. Payment for such advertising shall be due and payable immediately upon termination.

2. Advertiser or Agency may terminate this Agreement prior to the end of the term stated herein by delivering fifteen (15) days’ written notice to Publisher and by making the termination payment due Publisher, if any, as provided in this paragraph. If such termination occurs for any reason other than Publisher’s revision in rates as provided herein, the rate for all advertising purchased from the effective date of this Agreement to the date of termination shall be at the applicable discount rate earned as set forth in Publisher’s Rate Card in effect on the date(s) of publication. All termination payments shall be due and payable immediately.

TERMS OF PURCHASE AND RATES

(For additional description, use “Other Comments or Provisions section below”)

Type of Display Ad (A – J): _____

ROP or Premium Position: _____

Rate Package (1x – 51x): _____

Per Issue Rate: _____

Other Provisions or Comments: _____

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Advertiser and Publisher have indicated their agreement by signing below:

ADVERTISER

Company Name:

Name of Signatory (print):

Title:

Signature:

Address:

City State Zip:

Date:

Vero Beach 32963

By: Milton R. Benjamin

Title: President

Signature:

Date:

This agreement is not valid unless signed by president of Vero Beach 32963 Media, LLC

Please fax the executed agreement to 888-239-7842