



Terms and Conditions Rate Card Legal Provisions

- **newspaper's rate card.** The Newspaper may revise its advertising rate schedule at any time upon 30 days' written notice to Advertiser, and Advertiser may, without penalty, cancel its advertising contract at any time prior to the time the new rates become effective upon prior written notice to the Newspaper.
- **right to edit or reject.** The Newspaper may, in its sole discretion, edit, classify, or reject at any time any advertising copy submitted by Advertiser.
- **payment for advertising.** Advertiser shall pay for the advertising purchased under its contract according to the terms indicated on the Newspaper's invoices, and, if it fails to timely pay as provided for in the invoices, the Newspaper may reject advertising copy and/or immediately cancel Advertiser's contract, and Advertiser agrees to indemnify the Newspaper for all expenses incurred in connection with the collection of amounts payable, including court costs and attorneys' fees. If Advertiser's contract is canceled due to Advertiser's failure to timely pay, the Newspaper may re-bill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.
- **past due accounts.** Any advertising account with a 60 days or older balance, will have interest added at the rate of 18% per annum on any balance that is 60 days or older. This interest will be added on the last day of our billing cycle and will be shown as "finance charges."
- **contract fulfillment.** All advertising contracts are to be fulfilled within one year from start date unless otherwise specified. Frequency contracts may require consecutive runs for fulfillment.
- **short-rating.** If, at the end of Advertiser's contract with the Newspaper, the Advertiser shall have (a) purchased more or less volume (inches or pages) of advertising than agreed to in the contract or (b) exceeded or fallen short of the minimum revenue commitment of advertising agreed to in the contract, to the extent that a different rate would be applicable according to the Newspaper's current rate schedule, Advertiser's rate for all space used during the contract term shall be reduced or increased to the appropriate rate indicated on said rate schedule, and Advertiser shall pay or receive a credit/rebate for the difference.
- **rebates.** Rebates are limited to one level and will be issued in the form of a credit toward future advertising and must be used within the new contract year.
- **typographical errors.** Incorrect Insertions or Omissions. The Advertiser's contract cannot be invalidated, and the Newspaper will not be liable, for (a) the incorrect publication (including, without limitation, typographical errors) or insertion or any omission of the Advertiser's advertising or (b) any resulting losses. Please check your ad the first day of publication. In case of error, please notify your advertising sales representative immediately. The Publisher will be responsible only for the first insertion and then only for the space occupied by the error.
- **late submissions.** The Publisher will not be liable for any error in, or omission of, any advertisement if ad materials and/or copy are submitted past published deadlines. A proof of such advertisement must be requested by the Advertiser, and such proof must be returned to the Publisher's office by proof deadline with such errors or corrections plainly noted in writing upon such proof. Such proof must be received in ample time for the corrections to be made. In the event of typographical errors in an advertisement, the Publisher's liability shall not exceed the value of the space occupied by the error. In addition, the Publisher shall not be liable to the Advertiser for any loss that results from incorrect publication or omission of its advertisement.
- **indemnification.** Advertiser agrees to indemnify, defend and hold harmless the Newspaper from all claims (whether valid or invalid), suits, judgments, proceedings, losses, damages, costs and expenses, of any nature whatsoever (including reasonable attorneys' fees) for which the Newspaper or any of its affiliates may become liable by reason of Newspaper's publication of Advertiser's advertising.
- **ownership of advertising copy.** All advertising copy that represents the creative effort of the Newspaper and/or the utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of the Newspaper, including all rights of copyright therein. Advertiser understands and agrees that it cannot authorize photographic or other reproduction, in whole or in part, of any such advertising copy for use in any other medium without the Newspaper's prior written consent.
- **taxes.** If any federal, state or local taxes are imposed on the printing of advertising material or on the sale of advertising space, such taxes shall be assumed and paid by Advertiser.
- **assignment.** Advertising contracts may not be assigned or transferred by Advertiser or its advertising agency ("Agency"), if any.
- **force majeure.** Each party's obligations under the advertising agreement are conditional on strikes, fires, acts of God or the public enemy, war, or any cause not subject to the control of such party.
- **cancellations.** The closing time for cancellations is 2 working days prior to the scheduled publication date for black and white material



and 2 working days prior to the scheduled publication date for color material. Cancellations will not be accepted after the applicable closing time. Advertiser will be responsible for any production or creative services provided by the Newspaper regardless of the cancellation of Advertiser's advertising.

- **positioning of advertisements.** Newspaper shall have full latitude with respect to positioning all advertisements; provided, however, that Newspaper will use its reasonable efforts to accommodate the Advertiser's positioning requests. Position may be requested on any available page, but all positions are at the Publisher's option. Some positions may be reserved with a 25% premium.
- **credit check.** The effectiveness of advertising contracts is subject to a satisfactory credit check on Advertiser and/or Agency.
- **pre-payment options.** We accept MasterCard, Visa, American Express and Discover on any account that requires pre-payment.
- **joint and several liability.** If Advertiser utilizes an Agency, Advertiser and Agency shall be jointly and severally liable for complying with all the terms of the Advertiser's contract, including payment for all advertising.
- **agency commissions.** Agency commissions, if any, shall apply to all space charges and adjustments under the Advertiser's contract. Commissions to accredited or recognized agencies: 15% on commissionable rates only.
- **no sequential liability.** The Advertiser's contract renders void any statements concerning liability that appear on correspondence from Advertiser or its Agency, and is irrevocable without the written consent of the Newspaper's Credit Department. It is further agreed that the Newspaper does not accept advertising orders or space reservations claiming sequential liability.
- **incorrect rates in order forms.** When orders are forwarded by Advertiser or its Agency which contain incorrect rates or conditions, the advertising called for will be inserted and charged at the correct rate in force governing such advertising as provided for in the Newspaper's rate schedule, and in accordance with the conditions contained in Advertiser's contract.
- **brokered advertising.** The Newspaper deals directly and individually with its local advertisers and does not accept local brokered advertising.
- **consent to communicate.** It is understood that Publisher has consent to fax and/or email advertiser using the email address and/or fax number on record for the Advertiser.

SPECIAL SERVICES

- **billing customer services:** The Tennessean's Billing Customer Service team is ready to help if you have questions about your bill, a credit due on your account or need a copy of a past invoice. Simply email your request or concern to bcs@tennessean.com. You may also phone 615-726-5900 or

1-800-287-5009, and one of our service agents will help you.

- **marketing and research services:** Our Research Department compiles and analyzes market data pertaining to Middle Tennessee. This includes analysis of demographics and market/segment trends, consumer behavior, purchase intentions and readership to help you make sound advertising decisions.
- **creative services:** Our department is comprised of award-winning, talented artists with diverse ideas, styles and skills in the field of graphic design. They stand ready to custom design campaigns and speculative ads for your product or business. We also offer copywriting, photography and logo development to meet all of your needs.
- **co-op advertising services:** The Tennessean's Co-op Department can handle all advertisers co-op needs. Our department is equipped with a nationwide database of more than 4,500 manufacturer co-op plans and policies of more than 10,000 manufacturers. Our specialized sources include research on accruals and requirements, ad designs to meet the manufacturer's guidelines and filing your co-op claims quickly and accurately.
- **advertising supplements:** We provide creative, copy writing, and layout services for single advertiser inserts. Details on request.
- **other services:** The Tennessean offers a variety of other services including commercial printing and prepress work, product sampling, imprinted newspaper bags, zoning, posters and other programs to assist advertisers in meeting their marketing objectives.

COPY REGULATIONS

- Publisher reserves the right to insert the word "Paid Advertisement" in news-style advertisements. Font styles cannot be the same as those used for news content.
- Production time required for excessive changes from copy originally submitted by the Advertiser will be charged at an hourly rate of \$7.50 per quarter hour. This rate also may be charged for any copy set and then withheld by the Advertiser. No copy will be held more than 60 days without publication.
- Photographs of individuals to be used in advertising must be accompanied by a signed release from the individual permitting the use of the photograph(s). Release forms are available from your account executive.
- Multi-advertiser sections are accepted only if sold and printed by The Tennessean.
- Publisher reserves the right to add borders to ads.
- 6 point minimum type size.

additional distribution days

In 2007/2008, News Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day distribution will be increased to holiday levels and applicable Sunday rates apply.