

# Policies & Procedures

## Commissions, Credit & Terms of Payment

A. All local rates, except the dealer listing rate, are non-commissionable.

B. All advertising is payable in advance unless credit is approved. To establish credit, a credit application must be filled out and signed by an authorized owner, partner or officer of the advertiser and approved in advance by The Herald and its subsidiaries credit department.

C. Payment terms are net 15; all payments are due and payable in full 15 days from the billing date. Any bal-

ance left unpaid by the end of the billing period is subject to a finance charge of 18% APR until paid in full. Any past-due balance is a violation of the terms for extending credit privileges and can result in those privileges being withdrawn. We are on a 5-4-4 billing cycle.

D. Any claims for adjustments due to errors must be made within 10 days following publication. Any claims in billing errors must be made within 90 days.

E. All political, transient, seasonal, going out of business, liquidation

sale, or advertisements of a similar nature must be paid in advance of publication.

F. If you choose to use an advertising agency, you must sign the contract and you are liable for fulfillment of the contract and payment even though you have paid the agency for advertising placed for you.

G. If legal action is required to collect any past due amount, you will be responsible for payment to The Herald and its subsidiaries for all reasonable legal/collection fees resulting.

H. The advertisers and/or advertising

agency shall pay for the attorney fees and pay for any judgments against the publisher that are caused by the publication of any advertisement submitted by or published at the direction of the advertiser and/or advertising agency.

I. If any tax is imposed on newspaper advertising and/or related materials and services, you should understand that such a tax will be added to the rates and charges shown herein.

## Contract, Rate & Copy Policies

A. The space you purchase from us is to be used solely by you. It cannot be sold, given, transferred or assigned in whole or in part to any other person, firm or corporation except with our approval.

B. Acceptance of payment for advertising or advertising copy by an employee of The Herald and its subsidiaries is subject to review, approval and acceptance by The Herald management, which also reserves the right at any time to revise, edit, classify or reject any advertising submitted for publication.

C. We reserve the right to terminate any contract without notice if the advertiser becomes insolvent, makes an assignment for benefit of creditors, is adjudged bankrupt, does not comply with the terms of the contract, or if a receiver of the property is appointed.

D. We reserve the right to amend contract terms, conditions and rates with 30 days notice in writing. If the revision is not acceptable to you, you have the right to terminate the contract on the date of the change without penalty and renegotiate a new contract.

E. Agencies and advertisers forwarding orders with incorrect rates or conditions are hereby advised that the advertising called for will be inserted and charged at the regular schedule of rates then in force and in accordance with the conditions of this rate card. Failure to make an order correspond in price or regulations to the rate card will be regarded only as a clerical error.

F. Position requests will be honored as far as practical in conformity with the newspaper's format, available space and mechanical availability. Space or monetary credits will not be issued for unfulfilled positioning requests. If you desire guaranteed placement of advertisements on specified pages and/or page positions, such placement is available only at the option of The Herald and its subsidiaries and a charge of 25% will be added to the cost of your ad.

G. Deadlines for canceling ads are the same as reserving space for an ad. Cancellations after this deadline will be charged as if the ad has run.

H. The publisher shall not be liable for slight changes or typographical errors that do not lessen the value of an advertisement.

I. Ads produced by our production department, but not published, will be assessed a composition charge.

J. To review a proof of your ad, please see your representative for proof schedules and closing schedules (deadlines). Minimum size for proofs is 5 inches. Corrections must be made in writing and initialed by you.

K. Tearsheets will be provided upon request. Depending on the quantity, an additional charge may apply.

L. The advertiser agrees to indemnify and save harmless The Herald and its subsidiaries against any and all loss, damage, cost and expense which The Herald and its subsidiaries may incur or become liable for by reason of any and all claims or actions, libel, viola-

tion of right of privacy, plagiarism, copyright infringement, and any and all other claims in connection with advertising matter published, including without limitation, the expense and cost of defending any and all such claims and actions.

M. In the event of any error, regardless of origin or circumstances, the liability of The Herald and its subsidiaries shall be for that portion of the advertisement in error and its apportioned cost. The Herald and its subsidiaries obligation to adjust the charge for an error due to the fault of the newspaper shall be limited to the cost of one incorrect insertion unless and until The Herald and its subsidiaries is notified of the error prior to repetition of the insertion.

**N. The Herald and its subsidiaries shall not be held responsible for omitted advertisements for any reason.**

O. The Herald and its subsidiaries are not responsible for orders, cancellations or corrections given over the telephone.

P. The Herald and its subsidiaries shall have no liability whatsoever in the event any act of God, the public enemy, governmental authority, labor dispute, war (whether or not declared), civil disobedience, riot, or other occurrences beyond its control in any way restrict the publication and/or distribution of its products.

Q. Advertising is accepted with the understanding that the merchandise or services offered are accurately

described and willingly sold to customers at the advertised price. Deceptive or misleading advertising is never knowingly accepted.

R. Contracts will not be pre-dated beyond the current month.

S. The word "Advertisement" to indicate paid advertising will be printed across the top of any advertisement simulating editorial matter.

T. Unsigned advertisements will not be accepted (except "teaser" ads from a bona fide advertiser or blind ads using a box number). The person responsible for placing "teaser" ads must have his or her name, address and telephone number recorded in our files which, upon request, will be disclosed to anyone.

U. All political advertisements will contain the name of the person(s) and/or organization placing the advertisement.