

**The Lexington Herald-Leader Co.
Retail Advertising Agreement**

Lexington, KY _____, 20 _____

THE LEXINGTON HERALD-LEADER CO., LLC is hereby authorized to publish for the undersigned advertiser in the Lexington Herald-Leader Retail Display Advertising as follows:

Advertising totaling a minimum of \$ _____ (**net**) to be published in The Lexington Herald-Leader within a twelve month period from the date below.

The advertiser agrees to furnish copy and to make payments for the publication at the rate or rates set forth for the above stated minimum usage in the schedule of rates in effect on the day of publication. Each schedule of rates, whether now in effect or subsequently established, is or will be printed on a rate card entitled "Retail Advertising Rates."

The current rate card dated _____ is attached hereto and made a part of this agreement, and each revised rate card will be submitted for the existing rate card and become a part of the agreement as hereinafter provided.

The publisher reserves the right to change any items, conditions or rates set out in this agreement 30 days after mailing to the advertiser a copy or a revised rate card or other change, and in the event of such change the advertiser shall have the right to terminate this agreement upon the date such change becomes effective by giving notice in writing to the publisher prior to the effective date of said change. Termination of this agreement by the advertiser in accordance with the

terms of this paragraph shall be without penalty to the advertiser, provided the advertiser performs all of his or her obligations hereunder to the effective date of such termination.

All bills are due and payable on or before the 15th of each month for previous month's advertising. The publisher reserves the right to charge **1½% interest per month** (18% per annum) if deemed necessary. If any bill is not paid when due, this agreement may at the option of the publisher, be canceled without notice and in such event all charges for advertising published prior to such cancellation shall immediately become due and payable at the rate earned according to the publisher's regular schedule of rates.

This agreement shall continue for one year from _____, 20 _____.

This agreement is subject to the conditions printed on the reverse side and the attachments which are in part hereof.

Salesperson: _____

Accepted:
The Lexington Herald-Leader Co.

BY: _____
Advertising Manager

Agency Name

Duly Authorized Signature (Agency)

Name: _____

Title: _____

Advertiser Company Name

Street

City State ZIP

BY: _____
Duly Authorized Signature (Advertiser)

Name: _____

Title: _____

Advertiser Initial _____

CONDITIONS

It is expressly understood that this agreement is based upon the condition that the advertiser shall run the minimum amount agreed upon during the contract term, and if not used as agreed, the advertiser agrees to pay a rate adjustment based upon the lesser amount of the following: (1) a charge equal to the unused spending remaining on the agreement; (2) a charge on all advertising run equal to the rate earned, based upon the publisher's regular schedule of rates. Only advertising in Herald-Leader and associated products can be considered toward the fulfillment of this agreement.

This agreement shall cover only the advertising of the firm and agency client signing the agreement and only Retail Advertising.

The publisher is privileged to revise or reject any advertising which it deems objectionable, either because of subject matter or illustration or phraseology.

Any tax levy against advertising is to be added to advertising charges.

In the event of an error in an advertisement on the part of the publisher it will furnish the advertiser a letter so worded as to explain the said error, and the publisher shall be otherwise relieved from responsibility thereof.

The publisher's schedule of copy and proof deadlines must be observed in order to assure publication. Proofs when submitted will be for typographical corrections only. All changes of original copy will be charged for on the basis of time occupied in making such changes. A composition charge will be made for cancelled copy already composed in accordance with the published schedule of rates in effect the time of composition.

In the event that publication is interrupted for any reason, or if advertising ordered to be published is omitted for any reason, the publisher shall not be held liable for failure to publish advertising under this contract.

Advertisements shall not be invalidated by insertion in other than requested position, and no adjustment to charges shall be made as a result thereof.

For value received advertiser assigns to The Lexington Herald-Leader Co., LLC, all right, title and interest to all layouts of advertisements placed with The Lexington Herald-Leader Co., LLC which represents the creative effort of the newspaper and/or utilization of its own illustrations, labor, composition or material. Advertiser understands that because of said assignment he or she cannot authorize photographic or other reproduction of any such layout appearing in The Lexington Herald-Leader in any other publication without the express consent of The Lexington Herald-Leader Co., LLC.

It is further understood that this assignment does not preclude advertiser from supplying to other publications similar or identical material or information for production of advertisements by such publications or from suggesting the content of form of such advertisement.

If because of war, fire, civil commotions, labor strikes, freight embargoes, shortage of material, floods or other acts of God, action of any applicable governmental authority, or other causes beyond its control either party to this Contract is unable to perform its agreement shall thereby be excused from such performance during the continuation of such inability except to the extent that mutually acceptable performance is possible.

All Advertising Agreements are subject to credit approval. A completed credit application is attached to this agreement.

In the event of delinquency of this account, customer agrees to pay for all collection costs, attorney fees, and court costs incurred by the creditor in collection of the delinquency.

NO VERBAL AGREEMENTS RECOGNIZED

Advertiser Initial _____