

Northwest Valley Newspapers & Family of Publications

East Valley • Scottsdale • Northwest Valley Newspapers

ADVERTISER

Advertiser: _____

Client (if Agency): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Account Number: _____

TERMS OF AGREEMENT

Dates: _____

Dollar Commitment: _____

Rate: _____

Frequency: _____ (Week/Monthly/Year): _____ Size: _____

ADVERTISING RATES

Daily News-Sun: _____

Ahwatukee: _____

Glendale Today: _____

Chandler: _____

Peoria Today: _____

Tribune: _____

Surprise Today: _____

Other: _____

OTHER EXPLANATIONS

The Undersigned advertiser (the "Advertiser") And the Northwest Valley Newspapers (the "Publisher") hereby mutually agree as follows

1. Advertiser will purchase the advertising or distribution service from the Publisher hereinafter set forth from Publisher.
2. Advertiser acknowledges receipt of a copy of the Advertising Rate Book of the Publisher now in effect applicable to The Advertising or Distribution Service designated below.
3. Advertiser acknowledges when signing this contract, permission is granted to run a credit check.
4. Such Advertising Rate Book of the Publisher in effect from time to time is hereinafter referred to as the "Current Rate Book." In Addition to the terms, provisions and conditions contained herein, this agreement is subject to the terms, provisions and conditions set forth in the Current Rate Book.
5. Advertiser will pay Publisher for such advertising or distribution service pursuant to the applicable rates set forth in the Current Rate Book. Unless and until the Advertiser fails to comply with the space and frequency commitment set forth in paragraph 1 above, Publisher shall charge Advertiser for the advertising or distribution service purchased hereunder at the rate to which such space and frequency would entitle Advertiser.
6. If during the initial or any renewal term of this agreement, the advertising or distribution service of the Advertiser purchased hereunder is less, either as to space or frequency, than that committed above, the advertising or distribution service of the Advertiser subject to this agreement will be rebilled by the Publisher and promptly paid by the Advertiser at the applicable rate.
7. If the advertising or distribution service of the Advertiser purchased hereunder during any such term is greater, either as to space or frequency, than the committed above, the Publisher will rebill and accept payment for such advertising or distribution service (or where appropriate make rebate in the form of credit) at the applicable rate.
8. Publisher will review all advertising or preprinted material submitted hereunder to determine whether the same complies with the terms, provisions and conditions set forth herein and in the Current Rate Book. Publisher reserves the right, after such review, to classify any or all-advertising or preprinted copy submitted hereunder.

NORTHWEST VALLEY NEWSPAPERS (AGREEMENT CONTINUED)

9. This agreement cancels and supersedes all previous agreements for the advertising or distribution service designated above between the Advertiser and the Publisher. Any changes in the terms and conditions of this agreement except those authorized herein or in the Current Rate Book must be in writing, signed by the contracting parties and submitted as an appendix to the agreement.
10. The Publisher shall have the right to amend the terms, conditions, rates and any other provisions specified in the Current Rate Book as well as those specified in this agreement upon thirty (30) days notice in writing to the Advertiser, and if any such revision is not acceptable to the Advertiser, Advertiser shall have the right to terminate this agreement in writing upon date of change without penalty.
11. Every effort will be made by the Publisher to afford advertising the position desired; however, under no circumstances is position guaranteed, and advertising must be paid for regardless of position.
12. The sole liability and obligation of the Publisher for any failure to publish any advertisement shall be to refund any amounts paid to the Publisher for such advertisement. The liability and obligation of the Publisher for any other breach of these terms and conditions or any act of omission of the Publisher with respect to any advertisement, including without limitation any mistake or error in a published advertisement of any late or untimely publication of an advertisement, shall not exceed the cost of such advertisement under the provisions hereof. The amount paid to the Publisher for advertisements is agreed upon and liquidated damages for each breach of this agreement or any act of omission of the Publisher. In no event shall the Publisher be liable to the Advertiser or to any other parties for any further damages of any kind arising from any breach of these terms and conditions or act or omission of the Publisher with respect to an advertisement including, but not limited to, direct, indirect, special or consequential damages.
13. In order to induce the Publisher to publish such advertising and in consideration thereof, Advertisers represent and warrant by submitting advertising to the Publishers that all facts stated in such advertising will be true and correct, and that therein there will be no libel and no invasion of privacy with respect to any person, partnership, corporation or other entity. The Advertiser agrees to indemnify and hold Freedom Communications, Inc., its officers, agents, and employees harmless from any claim of libel or invasion of privacy, or infringement of tradenames, trademark, copyright, unfair competition or claims of false advertising or other intellectual property claim, and against any recovery fees or expenses which may arise out of or be caused by any such claim
14. The agreement shall not become effective unless and until it is accepted and signed on behalf of the Advertising Director in the space provided or designee at the *Northwest Valley Newspapers* Office, **10102 Santa Fe Drive, Sun City, AZ., 85351**

Print Name: _____ **Date:** _____

Advertiser Signature: _____ **Date:** _____

Account Representative: _____ **Date:** _____

Advertising Director: _____ **Date:** _____