

# The Post-Journal

Southwestern New York's Leading Newspaper

## CLASSIFIED ADVERTISING AGREEMENT

RATES EFFECTIVE JANUARY 1, 2008

Date \_\_\_\_\_ 20\_\_\_\_

THE POST-JOURNAL is hereby authorized to publish \_\_\_\_\_ inches of Classified Services Directory Advertising every publication day for contracted months from this date, and thereafter unless written notice to the contrary is given. The undersigned advertiser agrees to furnish copy; and to pay within 15 days of invoice date following invoicing at the rate set forth according to the rate table printed on this contract.

### SERVICE DIRECTORY

OPEN RATE ~ MINIMUM 31 DAYS

\$5.31 per column inch

3 MONTH CONTRACT RATE

\$4.55 per column inch

12 MONTH CONTRACT RATE

\$4.02 per column inch

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE MUTUALLY UNDERSTOOD AND AGREED UPON:

THE POST-JOURNAL reserves the right to edit, reject or cancel any advertisement at any time. The undersigned advertiser agrees to furnish copy promptly for space contracted and authorizes THE POST-JOURNAL to insert last rate holder copy when new copy is not furnished.

**PUBLISHER'S LIABILITY FOR ERROR:**

The publisher shall not be liable for slight changes or typographical errors that do not lessen the value of an advertisement. The publisher's liability for other errors is strictly limited to publication of the advertisement in any subsequent issue or the refund of any monies paid for the advertisement.

**INDEMNIFICATION:**

The advertiser and/or advertising agency agrees to defend and indemnify the publisher against any and all liability, loss or expenses arising from claims of libel, unfair competition, unfair trade practices, infringement of trademarks, copyrights, trade names, patents or proprietary rights or violation of rights of privacy resulting from the publication of the advertiser's advertisement.

THE POST-JOURNAL will not accept cancellations or alterations by either advertiser or agency after closing date. THE POST-JOURNAL makes every effort to provide desired placement, but in no instance can this be guaranteed.

It is agreed that THE POST-JOURNAL shall not be liable for failure to print, publish or distribute all or any portion of an issue in which an advertisement accepted by the publisher is to appear if such failure is caused by circumstances beyond the control of THE POST-JOURNAL, including without limitation, acts of God, fires, strikes by POST-JOURNAL employees or the employees of others, lockouts, accidents, postal delays, forces majeure, inability to obtain newsprint, and acts of Government.

THE POST-JOURNAL reserves the right to cancel this contract agreement or make any rate revision upon written notice, in such event the undersigned advertiser reserves the right to cancel this contract, without adjustment charge, at any date upon which new and higher rates are made effective by THE POST-JOURNAL.

Should the undersigned advertiser discontinue advertising while the terms and conditions of this contract are in effect, open space rates shall be paid for all advertising used subsequent to the anniversary date of this contract.

Cancellation of this contract must be in writing

Firm \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print Name)

Address \_\_\_\_\_  
(Street or Box)

\_\_\_\_\_  
(City) (State) (Zip)

Phone \_\_\_\_\_

\_\_\_\_\_  
Accepted for THE POST-JOURNAL