

TERMS

1. Publisher hereby agrees to publish the advertisement(s) specified herein and advertiser agrees to pay the advertising rates specified herein.
2. Payment terms: New customers pay full amount in advance. All others pay 50% minimum deposit in advance with contract on all ads. Full payment of balance due within 30 days of contract date, unless otherwise stipulated. **A service charge of 2% per month will be charged on all past due amounts.**
3. All advertising copy is subject to publisher's acceptance. Publisher reserves the right to reject or edit copy which it considers unsuitable and to regulate the typographical tone of all ads.
4. Proofing and alterations: A "Xerox" type reproduction of the final past-up copy prepared by publisher shall be transmitted to advertiser before publication. Acceptable forms of transmission to advertiser shall include but not be limited to: verbal delivery, personal hand delivery, United States Mail, commercial courier, digital (e.g., web site), FTP or email. **Advertiser shall be deemed to have received such "Xerox" proof unless publisher is notified in writing by U.S. mail (return receipt requested) of the non-receipt thereof within 7 days after the date of the contract. No such proof, however, will be sent to an advertiser who has furnished camera-ready copy.**

Corrections, if any, should be made on proofs and marked "OK with corrections" and signed by the person authorized. Such corrections must be returned to publisher within five (5) days of the advertiser's receipt of proof, but in no case later than the publication (copy) deadline. If a proof of the revised copy is desired, request should be made in writing when the first proof is returned. Any other requests for changes in copy must be submitted to publisher in writing and signed by the person authorized before publication (copy) deadline.

NO responsibility is assumed for telephoned corrections of errors or changes.

It shall be assumed by publisher that the copy is approved should no such written changes be received by publisher.

Should publisher not receive such corrections or changes in writing because of loss of mail or other cause, publisher shall be bound by the advertiser's original submission of copy information and shall not be responsible for any misprints or errors resulting therefrom.

Advertising rates are based upon camera-ready copy as originally submitted. Any material changes therefrom impose additional charge upon the advertiser, at the sole discretion of the publisher, at a rate of \$120.00 per hour with a minimum charge of \$75.00 per change. **This charge shall be added to the balance due amount stated on the face of this contract.**

5. If publisher is unable to set any advertisement in the type of style requested, publisher may set such advertisement in such other type or style which, in the publisher's opinion, closely corresponds thereto. Publisher reserves the sole right to shift an advertisement to a better position if necessary. Publisher reserves the sole right to shift the final position of any "cut-out" coupons within advertiser copy.
6. Errors: Publisher will exercise every precaution to guard against typographical errors, but assumes no responsibility in the event errors are made. In the event an error is made, publisher will, upon written request, furnish a letter of correction to the advertiser, who may post same in a conspicuous place in the effected establishment.

Any error caused by the publisher in the reproduction of an advertisement, which does not materially affect the totality of the advertisement, does not constitute breach by the publisher. Any adjustments will take the form of credit toward the next issue/edition.

In no case shall publisher be responsible for any liability beyond the cost of the advertisement in the issue/edition in which such errors occur.

7. Proof of publication: A copy of the publication will be sent to all advertisers.
8. Special positions other than those stipulated on the rate sheet cannot be guaranteed.
9. **This contract is not subject to cancellation for any reason by the advertiser. To do so constitutes breach of this contract and the advertiser's full balance shall become immediately payable and due.**

Failure of advertiser to supply copy or copy information by the publication (copy) deadline shall constitute a breach of this contract and the advertiser's full balance shall become immediately due and payable. At the publisher's sole discretion, and at the advertiser's sole expense and without advertiser proof approval, publisher may prepare and publish advertising copy for an advertiser who has failed to submit copy or copy information by the publication (copy) deadline.

Late copy submitted in any form will be subject to an additional handling charge.

Should an advertiser's credit become impaired in the judgment of publisher, or should an advertiser cease his business operations before publication of the advertisement(s) specified herein, publisher shall have the right to require immediate payment of the advertiser's full balance due.

Should any of the aforementioned occur, or should the advertiser anticipatorily breach before publication, publisher reserves the right to mitigate damages and not run the advertisement, and the advertiser shall be liable for all of publisher's expenses associated with the sale including but not limited to sales commissions, administrative costs, printing costs, electronic production costs, layout and design costs, lost profits, court costs, **reasonable attorney's fees, interest, all other collection costs, and all accrued service charges.**

10. In a contract covering the advertiser's purchase of advertisements for one (or more than one) publication, each contracted issue/edition of each publication shall be construed as a separate contract. Publisher's rejection or omission of an advertisement in a contracted issue/edition shall constitute a voiding of the order for that (those) particular and respective issue(s)/edition(s) wherein the advertisement(s) was (were) rejected or omitted only and shall not constitute a breach of the entire contract.
11. Publisher is not responsible for delays in publication due to circumstances beyond its control. In the event of late publication caused by circumstances within publisher's control, adjustments will be based upon weeks late as a percentage of the useful life of the issue/edition from the publication date on the rate sheet. Any adjustments will take the form of credit toward the next issue/edition.
12. The terms stipulated herein comprise the entire agreement and no other agreement of any kind, no verbal understanding or promise whatsoever shall be recognized unless in writing and signed by a corporate officer of publisher.
13. All contracts are subject to acceptance and approval by publisher at its main office.
14. **Generally, all advertisements shall be published as ink on paper and/or, electronically. Advertiser's first appearance in either form shall constitute commencement of the useful life of the advertisement(s).**
15. **In the event of any dispute or disagreement concerning performance of the terms of the Agreement on the part of the advertiser, both the publisher and the advertiser accept the appropriate courts of Cincinnati, Hamilton County, Ohio as the proper forum for the adjudication of such controversies. In the event of any dispute or disagreement concerning performance of the terms of the Agreement on the part of the publisher, both the publisher and the advertiser agree to accept the appropriate courts of the publisher's choosing, as the proper forum of the adjudication of such controversies. All foreign advertisers (located out of Hamilton County, Ohio) automatically subject to an additional 30% total added to 'delinquent balance due' amount. This additional amount shall be considered reasonable and will cover the additional expense required to retain foreign attorney representation and register the judgment in the appropriate foreign jurisdiction.**
16. All discounts afforded advertiser on the face of this contract shall be null and void if the contract is not fulfilled in its entirety. Total discount amount shall then be added to total amount due.
17. No advertising agency commissions shall be paid unless otherwise stipulated.