

CAPITAL-GAZETTE NEWSPAPERS

Annapolis, Maryland 21401

Retail Display Advertising Agreement

Date _____

The undersigned Advertiser (the "Advertiser") hereby contracts to run _____ inches of display advertising in the _____ to be used within the period of one (1) year starting the first day of _____ (month) 20 _____ (year) with the option to schedule this advertising in one or more of the other newspapers published by THE CAPITAL-GAZETTE NEWSPAPERS, at special combination rates as set forth in the rate card and in accordance with the terms and conditions outlined below.

1. **Rates.** The rates charged for this advertising will be in accordance with the rate card in effect at the time of publication of the advertising. If at the end of the contract year the actual size and frequency of the advertisement differs from that agreed upon in the introductory paragraph of this Retail Display Advertising Agreement (the "Agreement"), the account of the Advertiser and the amount due under this Agreement shall be increased or decreased in accordance with the appropriate rate stated on the rate card for the size and frequency of the advertisements actually run. The rates, terms, conditions, rules and regulations contained in the current rate card or any rate card in effect during the term of this Agreement are hereby incorporated into and made a part of this Agreement. The Advertiser acknowledges receipt of the current rate card.

2. **Changes.** The advertiser understands that THE CAPITAL-GAZETTE NEWSPAPERS reserves the right to change the rates, terms, conditions, rules, and regulations upon thirty (30) days written notice to the Advertiser (except that in the event of a newsprint shortage, rates may be changed upon oral notice to the Advertiser, effective as of the time of such oral notice). In the event of such changes, the Advertiser shall have the right to terminate this Agreement, effective the date the change becomes effective, by giving notice in writing to THE CAPITAL-GAZETTE NEWSPAPERS at least fifteen (15) days prior to the date the change becomes effective (or, in the event of a newsprint shortage, within five (5) days of the date the Advertiser receives oral notice pursuant to this Paragraph 2). Unless such notice in writing shall be received by THE CAPITAL-GAZETTE NEWSPAPERS, this Agreement, as modified by such change, shall continue in full force and effect. Such termination shall be without penalty to the Advertiser, provided the Advertiser performs all its obligations hereunder up to and including the effective date of the termination.

3. **Term.** This Agreement shall continue in force from year to year unless terminated in accordance with the termination provisions hereof or unless terminated by mutual agreement of the parties hereto.

4. **Payment.** (All bills are due and payable in full within thirty (30) days of the date of the Billing Statement.) If the Advertiser discovers any discrepancies in his Billing Statement, he must notify THE CAPITAL-GAZETTE NEWSPAPERS - Accounts Receivable Department, in writing within thirty (30) days of the date of the Billing Statement. Within thirty (30) days of receipt of such written notice, THE CAPITAL-GAZETTE NEWSPAPERS shall review the Advertiser's Billing Statement and notify him of any changes, modifications or corrections due to any discrepancies. In the event THE CAPITAL-GAZETTE NEWSPAPERS is required to refer the Advertiser's account for collection, the Advertiser agrees to be responsible for THE CAPITAL-GAZETTE NEWSPAPERS' collection costs, including court costs and reasonable attorney's fees, regardless of whether or not suit is instituted.

5. **Liability for Errors.** Advertiser agrees to submit all advertisements in compliance with the requirements set forth in the currently effective Retail Advertising Rate Card. THE CAPITAL-GAZETTE NEWSPAPERS' liability for error or omissions in the text of any advertisement submitted in accordance with the Rate Card specifications shall be limited to the cost of the space occupied by the error. THE CAPITAL-GAZETTE NEWSPAPERS will only be responsible for one incorrect insertion and disclaims any responsibility and liability for errors in the event copy is not submitted by proof deadline. THE CAPITAL-GAZETTE NEWSPAPERS shall not be liable for a failure to publish any advertisement.

6. Billing Instructions.

ACCEPTED:

THE CAPITAL-GAZETTE NEWSPAPERS.

By: _____
Business Manager (Signature)

_____ Advertising Representative (Signature)

ADVERTISER _____
(Partnership/Corporate Name, etc.)

AGENT: _____
(Partnership/Corporate Name, etc.)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

By (Name): _____

By (Name): _____

(Print or Type)

(Print or Type)

Title: _____

Title: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

***The Agency is the agent of the Advertiser, and not an Independent contractor.
All advertising charges are the responsibility of the advertiser.***