

Terms and Conditions of Annual Display Advertising Contract:

1. **PAYMENTS ON ACCOUNT.** Accounts for advertising shall be due and payable on the tenth of each month upon presentation of invoices covering advertising actually published in part performance of advertiser's contract. Interest at the rate of 18 percent per annum shall be charged on accounts over 30 days in arrears. Each payment received on delinquent accounts shall be credited first on interest and the remainder on the account. If the publisher institutes a suit against the advertiser to collect a delinquent account, the advertiser agrees to pay the publisher a reasonable sum to be fixed by the court as attorney's fees for the publisher's attorney, if the publisher prevails in the action.

2. **ADJUSTMENTS OF RATE.** Should this contract be terminated by mutual consent, or the full amount of space be not used as agreed to, and within the year covered by the contract, the advertiser shall forthwith pay to the publisher the difference between what would have been due and payable had the smaller space been contracted for and the amount previously paid on account. Should a greater amount of space be used within said 12 month period and come within the brackets of a lower rate, then the advertiser shall be entitled to the lower rate and shall be entitled to a credit or a refund as the case may be.

3. **REVISION OF RATE.** The publisher reserves the right to revise the rates stipulated herein at any time on sixty days' notice in writing; reserving to the advertiser the right to cancel this contract without penalty on the date the new rate becomes effective. The rates contemplated by this contract do not include any rate that may be established for any special edition or feature the VENTURA COUNTY STAR-FREE PRESS may publish during the year. THE VENTURA COUNTY STAR-FREE PRESS reserves the right to establish a different rate for such special editions or features.

4. **TERMINATION OF CONTRACT.** It is understood and agreed that an advertiser may terminate this contract upon 10 days' written notice to the publisher to that effect and paying to the publisher for the privilege of early termination an amount of money equal to the difference between the amount of money paid under the contract for space used at the rate specified in the contract, and the amount of money that would have been due and payable had the contract been signed for the rate specified for the space actually used by the advertiser as shown by the schedule of annual rates on the face of this contract.

5. **NOT TRANSFERABLE.** This contract shall cover only advertising relating to the regular business of the advertiser, and shall not be assignable nor transferable, in whole or in part.

6. **ADVERTISING COPY.** The publisher reserves the right to reject any and all advertising copy, even though the same shall have been previously accepted and printed by it. All instructions to the publisher relative to advertisements must be given in writing. All copy must be at the office of the publisher by established deadline times. Rejection by publisher of copy for breach of this clause shall not invalidate or terminate the contract. The advertiser hereby agrees to hold the publisher harmless from all liabilities, claims, losses and damages of every kind arising out of the publication of any advertising submitted to the publisher by the advertiser. If by typographical error goods are advertised at other than correct price, publisher will furnish letters to be posted in advertiser's establishment stating the correct price, and will also publish a correction in the first following edition of the VENTURA COUNTY STAR-FREE PRESS, but goods may not be sold by advertiser at advertised price and the difference charged to the VENTURA COUNTY STAR-FREE PRESS

7. **OMISSIONS AND ERRORS.** This contract shall not be invalidated by insertions in wrong location in newspaper or by omissions. Any such insertions or omissions may be made good by additional publication covering the portion of advertising in error. Publisher shall not be held responsible for omissions, and any errors will be equitably adjusted between advertiser and publisher.

8. **IN THE EVENT OF FLOOD, FIRE, STRIKE** or other emergencies beyond the control of either party, this contract shall be suspended by agreement and neither the publisher nor the advertiser shall be held liable in damages.

9. **A REASONABLE CHARGE** will be made to the advertiser for author's alterations or additions made on the proof that vary from the original layout. A reasonable charge will be made for advertising material set and not published at the instruction of the advertiser.

10. **TAXATION.** In the event any tax is imposed on newspaper advertising by any authorized government agency, such tax shall be paid by the advertiser.

KEEP A RECORD !

It is recommended that advertisers maintain a record each month of advertising purchased. By posting from your statement to the convenient form below a continuous and up-to-date record will show at a glance the volume of space used against the amount contracted for.

| | MONTHS | TOTAL |
|-----------|--------|-------|
| JANUARY | | |
| FEBRUARY | | |
| MARCH | | |
| APRIL | | |
| MAY | | |
| JUNE | | |
| JULY | | |
| AUGUST | | |
| SEPTEMBER | | |
| OCTOBER | | |
| NOVEMBER | | |
| DECEMBER | | |
| TOTAL | | |