



901 North 10<sup>th</sup> Street St. Louis, MO 63101

**ADVERTISING AGREEMENT**

**Account Number**

\_\_\_\_\_

THIS AGREEMENT is made as of \_\_\_\_\_, 20\_\_\_\_ between Lee Enterprises, Incorporated d/b/a *Amplified Digital Agency, LLC*, the "Agency", and \_\_\_\_\_, the "Client."

**TERM** This Agreement will begin on \_\_\_\_\_, 20\_\_\_\_ and end on \_\_\_\_\_, 20\_\_\_\_. This Agreement may not be terminated or cancelled by the Client prior to the end of its term except for the reasons specified in Sections 1 and 14 of the Terms and Conditions listed below.

**VOLUME AGREEMENT** The Client will purchase at least \$\_\_\_\_\_ of total advertising before the end of the term.

<u>Product</u>	<u>Rate</u>	<u>Details</u>

Additional Details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Unless stated otherwise on the rate card or special program flyer for specific advertising, all advertising dollars apply towards fulfillment of contract with the exception of commercial printing and subscriptions.

**ADDITIONAL TERMS AND CONDITIONS**

- Rates.** All advertising purchased will be at the rates and on the terms indicated on this Agreement, or on Agency's current rate cards which are incorporated into this Agreement if no rate is indicated. This Agreement will control if there is a conflict between a rate card and this Agreement. Agency reserves the right to change the rate or advertising terms listed on any rate card upon prior notice to Client. Client agrees to be bound by the new rates or terms unless Client notifies Agency in writing of its intent to cancel the remainder of the term of this Agreement within thirty (30) days after receiving notice of any change. Cancellation under this provision shall be effective as of the effective date of the new rates or terms and shall be without liability for failure to meet the volume advertising requirement.
- Contract Fulfillment.** Except as set forth in section 1 above, if, at the end of the term of this Agreement, Client has placed less advertising than stated above or in any Addendum: (a) Client forfeits the right to place any additional advertising under this Agreement; and (b) the Agreement will be re-rated to the best earned rate set forth on the rate cards and Client agrees to pay Agency for all advertising published or distributed the difference between the best earned rate based on Client's actual volume during the term and the rate granted based on the volume advertising requirement. Any adjustments or credits applied to Client's bill will not reduce the volume advertising requirement. Cancellations, changes of insertion dates, and/or corrections must conform to published deadlines. Advertisements may only relate to Client's business, and neither rights nor obligations hereunder may be assigned to unaffiliated parties.
- Payment.** Client will pay the total amount owed to Agency within the time period indicated on Agency's statement. All statement disputes with Agency must be identified by Client to Agency in writing by the statement's due date, or Client agrees that the statement is correct.
- Termination by Agency.** Agency may reject any advertising order and/or immediately terminate this Agreement upon notice to Client for any of the following reasons: (a) if Client fails to make payment by the date specified in Agency's invoice; (b) if Client fails to perform any obligations of this Agreement; (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed against Client; (d) if Client ceases doing business or Agency believes Client is likely to cease doing business; or (e) in the opinion of Agency, the credit of Client is impaired. If this Agreement is terminated for any of these reasons, Client will remain liable for the lesser of the short rate or volume advertising requirement.

- 5. Indemnification.** Client represents and warrants that it owns or licenses all rights necessary in any content supplied by or through Client for the publication, distribution, and other uses anticipated or permitted under this Agreement. Client and/or advertising agency signatory to this Agreement agrees to hold Agency harmless and indemnify Agency from any and all claims, suits, damages, and expenses of any nature whatsoever, including attorney's fees, for which Agency may become liable because of (a) Agency's distribution or publication of Client's advertising; (b) any content provided by or through Client, or (c) Client's unauthorized publication or distribution of advertising owned by Agency.
- 6. Production Errors.** Client may not claim a breach, terminate or cancel this Agreement if advertising copy is incorrect or contains errors of any kind, or because of a failure to publish, insert, or disseminate any advertising nor is Agency liable to Client for any loss or damage that results there from. Agency agrees to run corrective advertising for that portion of the first publication, insertion, or dissemination which may have been rendered valueless by error, unless such error arose after the advertisement had been confirmed by Client or Client submitted the advertisement after deadline. Any claim for adjustment due to errors must be made within the time period stated on the applicable rate card or, if none, within thirty-six (36) hours after dissemination. Credit for errors in advertising will not exceed the cost of the space occupied by such error, and will not exceed the percentage of incorrect preprint or digital advertising delivered or viewed. On multiple insertions, credit for errors will not be given after the first insertion. Agency shall not be liable for any monetary claim or consequential damages arising from error in advertising. Preprint insert quantities orders are based on circulation projections and are subject to change based on actual circulation figures the date of publication. Circulation numbers are variable and Agency is not liable for changes at the time of actual insertion. Insertion projects include a five (5%) percent spoilage factor. Agency considers insertions in good standing at ninety-five (95%) percent of the billed quantity reflected on Client's insertion order.
- 7. Advertising Agencies.** Any advertising agency who places advertisements and receives statements for its customer is acting as an agent for Client. Agency agrees to be jointly and severally liable with Client for any amount required to be paid to Agency under this Agreement. Except as set forth above, advertising agency and Client remain fully responsible for all obligations and liabilities under this Agreement. All disclaimers contained in advertising agency insertion orders or contracts as "agency for" are void and superseded by this Agreement.
- 8. Ownership.** Each party owns all advertising copy which represents the creative effort of that party and/or utilization of creativity, illustration, labor, composition or material furnished by it including all copyrights. Neither party may use in any manner, nor allow third parties to use in any manner, advertising copy owned by the other party in any other advertising medium without the owning party's written consent.
- 9. Taxes.** Client is responsible for payment of all federal, state and local taxes imposed on the printing, publication or dissemination of advertising material or on the sale of advertising placed by Client.
- 10. Brokered Advertising.** Agency does not accept local brokered advertising.
- 11. Assignment.** Client may not assign its advertising space or this Agreement to third parties.
- 12. Advertising Content.** Agency may reject or edit at any time any of Client's advertising. All advertising positions are at the option of Agency, unless a particular position is purchased by Client. Failure to meet position requests will not constitute cause for adjustment, refund, rerun, termination or cancellation of the Agreement.
- 13. Compliance with Fair Housing Act and Other Laws.** The federal Fair Housing Act prohibits advertisements that indicate any preference, limitation, or discrimination because of race, color, religion, sex, disability, familial status, or national origin. Client agrees to comply with the Fair Housing Act, as well as all federal, state, and local laws.
- 14. Excusable Delays.** Agency will not be liable for any damages related to delay or inability to perform due to causes beyond its control. Agency's performance of its obligations under this Agreement will be suspended during such a delay or inability to perform and will not constitute a breach of this Agreement. Client may terminate this Agreement if Agency's delay or inability to perform lasts more than thirty (30) days.
- 15. Liquidated Damages.** IN NO EVENT WILL AGENCY, AGENCY'S AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. AGENCY'S MAXIMUM LIABILITY HEREUNDER SHALL NOT EXCEED THE COST OF SERVICES PROVIDED HEREUNDER.
- 16. No Waiver.** Agency's failure to insist upon the performance by Client of any term or condition of this Agreement or to exercise any of Agency's rights under this Agreement will not result in any waiver of Agency's rights or Client's obligations in the future.
- 17. Miscellaneous.** Client agrees to pay Agency for all expenses incurred by it to collect any amounts payable under this Agreement, including costs of collection, court costs and attorney's fees. This Agreement will be governed by the laws of the state in which Agency is doing business, and all actions to enforce or interpret this Agreement must be brought in said state. All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement, any Addendums, and Agency's current rate cards constitute the entire agreement between the parties and supersede any prior agreements relating to the subject matter of this Agreement. This Agreement may only be amended in writing signed by both parties.

Addendum(s) to this Agreement have been attached and are labeled as follows:

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**AGENCY AND CLIENT HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY ADDENDUM(S) REFERENCED ABOVE.**

<b>CLIENT</b>	<b>AMPLIFIED DIGITAL AGENCY, LLC</b>	<b>ADVERTISING AGENCY</b> (if applicable) <small>(Jointly &amp; severally responsible see Sections 5 &amp; 7)</small>
By _____	By _____ Ad Manager	By _____
_____	_____	_____
Company Name	Print Name/Title	Print Name
_____	_____	_____
Billing Address	Agency Signature	Title
_____	_____	_____
_____	_____	_____
Local Address	Salesperson _____	Company Name
_____		Address
_____		_____
	New _____ Renew _____	_____