

Internet Advertising Agreement

Today's Date _____

Name of Business _____

Billing Address _____

City/State/Zip _____

Phone _____

Web Address _____

Signature _____

These terms and conditions include the entire understanding of this agreement, all previous oral or written representations are invalid. This agreement may be changed only in writing agreed to by all parties. Advertiser may make changes in advertising copy at any time notifying the newspaper of such changes. Until the newspaper is notified of such copy changes, the newspaper shall continue to publish the initial advertising copy. Since there is no cancellation clause, neglect to furnish copy by the advertiser gives the Publisher the right to use the business card or previous ad run. Publisher reserves the right to sell national advertising; if required to accommodate such advertising, Publisher may from time to time change the position of the ad to a reasonably equivalent position. This agreement shall not become effective until signed and accepted by newspaper.

Size of ad _____

Location of ad _____

Ad links to _____

Rate per month _____

Duration of Agreement - 12 Months 9 Months 6 Months 3 Months

Start date of Ad _____

If the Agreement Duration is less than 12 months, it shall continue on after the length has expired until cancelled in writing by advertiser

Advertising Representative _____

VP Sales & Marketing _____

Publisher _____

Date _____

Production Notes _____

Technical Specifications

BASIC BANNER INFORMATION

Acceptability. Banner Ads are accepted according to the following:

Type	Pixel Dimension	File Size Limit	Time to Complete	Rich Media
Leaderboard	728x90	100k	4 Days	Yes
Big Ad	300x250	100k	4 Days	Yes
Skyscraper 1	160x600	100k	4 Days	Yes
Skyscraper 2	160x600	100k	4 Days	Yes

Deadlines

- Advertisers supplying their own banners need to submit creative copy 72 hours before placement.
- Advertisers using NewsTribune to develop their banners must provide creative direction and required images six days before placement.
- Materials submitted after deadline are subject to late fees/ rush charges.

Other Requirements

- All banners with a white background must have a border of at least one pixel.
- Banners can loop a maximum of 3 times.
- Submitting artwork: If you submit artwork for NewsTribune to create your banner, please submit it in one of the following formats: jpg, gif, psd, tiff, eps, pdf, png, pict, bmp.
- NewsTribune reserves the right to review all material before it is presented on Newstrib.com and may refuse inappropriate material.

Contract Terms

This agreement supercedes all previous internet advertising agreements between the parties hereto. It contains all the terms of agreement and no verbal agreement will be of any force or effect. It shall remain in force for a period of one year from the Start Date (above) and will be renewed automatically each year on its anniversary date, unless cancelled in writing by either party on or before thirty days prior to expiration each such year, or upon amendment of the agreement by the NewsTribune. (See Change of Rates section on page 4) www.newstrib.com contracts not fulfilled will be short-rated to the correct earned rate.



POLICIES

Publisher's Liability

1. NewsTribune ("Publisher") is not liable, and shall not issue any credit or adjustment, for slight changes, typographical errors or other errors that do not diminish the value of the advertisement.
2. In the event of an error that materially diminishes the value of the advertisement or a failure to publish or deliver an advertisement in a specified issue or time period, the Publisher's liability shall be limited to one of the following Potential Remedies, selected at the Publisher's option and subject to the Limitations, below:
 - a. Potential Remedies (at Publisher's option):
 - i. Publishing the advertisement (or republishing a corrected version) as soon as practicable after the error is brought to the Publisher's attention; or
 - ii. Crediting the advertiser (or refunding the advertiser's payment) for so much of the space occupied by the advertisement as is MATERIALLY affected by the error.
 - b. Limitations.
 - i. No credit or refund shall be given for more than one day's incorrect insertion, unless the Publisher is notified of the error in writing before the publication deadline for the next insertion.
 - ii. No credit or refund shall be given for any error if the Publisher receives the request to run the advertisement (or receives corrections or changes to copy submitted as a "proof") after the applicable deadline for publication.
 - iii. No credit or refund shall be given for omissions or errors of key numbers not included in original web ready repros, negatives or electronically submitted ads.
 - iv. No requests for credit or adjustment due to error may be made more than 10 days after the date of the insertion.
3. No advertisement is "accepted" for publication unless and until it is published.
4. The Publisher will endeavor to publish and/or deliver all approved copy at the dates or times specified by the advertiser, but no specific date is guaranteed.
5. **DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY. PUBLISHER'S PUBLICATIONS, PRODUCTS AND SERVICES (the "Publisher Products and Services") ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. IN NO EVENT SHALL PUBLISHER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PUBLICATION OR**

FAILURE TO PUBLISH ANY ADVERTISEMENT, EVEN IF PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limitation, Publisher shall not be liable for any damage arising out of or with respect to any failure to publish or deliver an advertisement; any error in a published and/or delivered advertisement; the operation (or any failure in operation) of the Internet and/or any servers or systems comprising all or any portion thereof; or otherwise from the publication, delivery or dissemination of any advertisement. Publisher does not warrant either the results to be obtained from publication of any advertisement or that Publisher's performance will be uninterrupted or error free.

6. www.newstrib.com data provided to advertisers represent a general description of past performance and are not a prediction of future performance. Future performance may be higher or lower than past performance.

Advertiser's Liability

1. With respect to each advertisement submitted to the Publisher for publication or other dissemination in one or more of the Publisher Products and Services, the submitting advertiser and/or advertising agency ("Advertiser/Agency") agrees as follows:
 - a. The Advertiser/Agency assumes liability for the form and the entire contents (including but not limited to text, photographs, illustrations and artwork) of the advertisement (the "Advertiser Content") published and also assumes liability for any claims against the Publisher arising from the publication and/or electronic dissemination of the advertisement.
 - b. The Advertiser/Agent acknowledges and agrees that the Advertiser/Agent is solely responsible for any action to protect its ownership rights in the Advertiser Content. Advertiser acknowledges and agrees that Publisher (i) has no control over the individuals using the Publisher Products and Services and (ii) makes no warranty regarding whether any individual user will or is likely to copy any Advertiser Content.
 - c. The Advertiser/Agent represents and warrants that the Advertiser Content conforms to all applicable laws.
 - d. The Advertiser/Agent represents and warrants that it has full ownership rights (including but not limited to trademark, trade name and all other intellectual property rights and interests) in and to the Advertiser Content and/or all licenses necessary to use the Advertiser Content in the Publisher Products and Services that Advertiser/Agency has selected.
 - e. The Advertiser/Agent represents and warrants that publication or other dissemination of the Advertiser Content in the Publisher Products and Services shall not be in violation of any trademark, copyright, proprietary right or other right of any person, firm or corporation, and further represents and warrants that there is currently no pending or, to the best of the Advertiser/Agent's knowledge, threatened claim or action by or

against the Advertiser/Agent regarding the above-referenced rights, and that, to the best of the Advertiser/Agent's knowledge, there is not currently any use of such rights by others which would or might tend to be adverse to the rights of Advertiser/Agent.

- f. The Advertiser/Agent hereby grants the Publisher a perpetual, worldwide, non-exclusive license to reproduce, publish, market, sell, distribute and sublicense copies of the Advertiser Content.
2. The Publisher will not be bound by any conditions, printed or otherwise, appearing on the Advertiser/Agent's insertion orders or copy instructions when such conditions conflict with conditions stated in this rate card unless approved by Publisher.
3. Orders are noncancelable after deadline, and the Advertiser/Agent will be charged for canceled ads regardless of whether they run or not.

Change of Rates

The Publisher reserves the right to change advertising rates and conditions at any time, in which event the Advertiser/Agent may amend or cancel a contract or space order upon 30 days written notice to the Publisher.

Copy and Contract Regulation

Ownership of Copyright

Advertisements appearing in the Publisher Products and Services shall be deemed the property of the Publisher and shall not be reproduced or used, by other publications or otherwise, without the Publisher's consent.

Conformance to Laws & Publisher's Standards

Advertisements must conform to local, state and federal laws and the Publisher's acceptance standards. The Publisher reserves the right to review and refuse any advertising for any reason.

NEWSTRIB.COM OVERVIEW

Newstrib.com is the Illinois Valley area's number one local media website. It is where area consumers go for news and information. That makes it the perfect medium to reach this market. Newstrib.com has more than 186,000 monthly readers and receives 654,000+ views per month. Buying advertising on Newstrib.com extends the reach of a NewsTribune newspaper campaign.