

# Lincoln Journal Star

C-17-0239

926 P Street Lincoln, NE 68502

Account Number

60000048

## ADVERTISING AGREEMENT

THIS AGREEMENT is made as of March 9, 2017 between Journal Star Printing Co. d/b/a *Lincoln Journal Star*, the "Publisher", and Lancaster County Election Commission the "Advertiser."

**TERM** This Agreement will begin on March 1, 2017 and end on February 28, 2018. This Agreement may not be terminated or cancelled by the Advertiser 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 Advertiser will purchase at least \$XXXXXXXXXX of total advertising before the end of the term.

<u>Product</u>	<u>Rate</u>	<u>Details</u>
JS	174"	

**Additional Details:**

Creative Charges will apply as follows: Print Display 31.5" or less New Build \$15 Pick up w/ Change \$10; 32"-63" New Build \$25 Pick up w/ Change \$20; 64" & Up New Build \$40 Pick up w/ Change \$35 Specialty Publications: New build \$15 Pick up w/ Change \$10 Digital: Static New Build \$20 Pick Up with Change \$10 Rich Media/Video New Build \$45 pick up w/ Change \$30  
Customer will receive Enhanced Profile Page @ \$39 per month when ads run.

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

- 1. Rates.** All advertising purchased will be at the rates and on the terms indicated on this Agreement, or on Publisher'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. Publisher reserves the right to change the rate or advertising terms listed on any rate card upon prior notice of to Advertiser. Advertiser agrees to be bound by the new rates or terms unless Advertiser notifies Publisher 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.
- 2. Contract Fulfillment.** Except as set forth in section 1 above, if, at the end of the term of this Agreement, Advertiser has placed less advertising than stated above or in any Addendum: (a) Advertiser 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 Advertiser agrees to pay Publisher for all advertising published or distributed the difference between the best earned rate based on Advertiser's actual volume during the term and the rate granted based on the volume advertising requirement. Any adjustments or credits applied to Advertiser'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 Advertiser's business, and neither rights nor obligations hereunder may be assigned to unaffiliated parties.
- 3. Payment.** Advertiser will pay the total amount owed to Publisher within the time period indicated on Publisher's statement. All statement disputes with Publisher must be identified by Advertiser to Publisher in writing by the statement's due date, or Advertiser agrees that the statement is correct.
- 4. Termination by Publisher.** Publisher may reject any advertising order and/or immediately terminate this Agreement upon notice to Advertiser for any of the following reasons: (a) if Advertiser fails to make payment by the date specified in Publisher's invoice; (b) if Advertiser 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 Advertiser; (d) if Advertiser ceases doing business or Publisher believes Advertiser is likely to cease doing business; or (e) in the opinion of Publisher, the credit of Advertiser is impaired. If this Agreement is terminated for any of these reasons, Advertiser will remain liable for the lesser of the short rate or volume advertising requirement.
- 5. Indemnification.** Advertiser and/or advertising agency signatory to this Agreement agrees to hold Publisher harmless and indemnify Publisher from any and all claims, suits, damages, and expenses of any nature whatsoever, including attorney's fees, for which Publisher may become liable because of Publisher's distribution or publication of Advertiser's advertising, or because of Advertiser's unauthorized publication or distribution of advertising owned by Publisher.
- 6. Production Errors.** Advertiser 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 Publisher liable to Advertiser for any loss or damage that results there from. Publisher 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 Advertiser or Advertiser 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 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. Publisher shall not be liable for any monetary claim or consequential damages arising from error in advertising.

7. **Advertising Agencies.** Any advertising agency who places advertisements and receives statements for its customer is acting as an agent for Advertiser. Agency agrees to be jointly and severally liable with Advertiser for any amount required to be paid to Publisher under this Agreement. Except as set forth above, advertising agency and Advertiser 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.** Advertiser 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 Advertiser.

10. **Brokered Advertising.** Publisher does not accept local brokered advertising.

11. **Assignment.** Advertiser may not assign its advertising space or this Agreement to third parties.

12. **Advertising Content.** Publisher may reject or edit at any time any of Advertiser's advertising. All advertising positions are at the option of Publisher, unless a particular position is purchased by Advertiser. 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. Advertiser agrees to comply with the Fair Housing Act, as well as all federal, state, and local laws.

14. **Excusable Delays.** Publisher will not be liable for any damages related to delay or inability to perform due to causes beyond its control. Publisher'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. Advertiser may terminate this Agreement if Publisher's delay or inability to perform lasts more than thirty (30) days.

15. **No Waiver.** Publisher's failure to insist upon the performance by Advertiser of any term or condition of this Agreement or to exercise any of Publisher's rights under this Agreement will not result in any waiver of Publisher's rights or Advertiser's obligations in the future.

16. **Miscellaneous.** Advertiser agrees to pay Publisher for all expenses incurred by it to collect any amounts payable under this Agreement. This Agreement will be governed by the laws of the state in which Publisher 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 Publisher'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:

XX.

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

**ADVERTISER**

By \_\_\_\_\_

Lancaster County Election Commission  
Company Name

Billing Address  
On File

Local Address

**JOURNAL STAR PRINTING CO.**

By *Beth*  
Ad Manager

*Jennifer Wilkerson*  
Print Name/Title

*Advertising Manager*  
Division Name

\_\_\_\_\_  
Publisher Signature

Salesperson Beth Loop

New \_\_\_\_\_ Renew x

**ADVERTISING AGENCY (if applicable)**  
(Jointly & severally responsible see Sections 5 & 7)

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_