

Lincoln Journal Star

926 P Street Lincoln, NE 68502

ADVERTISING AGREEMENT

Account Number

60000048

THIS AGREEMENT is made as of _____, 2019 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 January 1, 2019 and end on December 31, 2019. 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	175" ROP	Sunday \$61.54; Wednesday \$60.58; Daily \$54.76

Additional Details:

Creative Charges will apply as follows: Print Display 31.5" or less New Build or pick up w/ Change \$25; 32"-63" New Build or Pick up w/ Change \$40; 64" & Up New Build or Pick up w/ Change \$50. Specialty Publications: New build or Pick up w/ Change \$25; Digital: Static New Build or Pick Up with Change \$25; Rich Media/Video New Build or pick up w/ Change \$50.

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.

