

**Display
Advertising
Contract**



THIS AGREEMENT is made on (Date): _____, 2010 and will expire on (Date): _____ 20____, between The Clark Fork Journal and Business/Agency: _____ located at: (Address) _____, (City) _____, (State) _____ (Zip) _____
Phone: _____ FAX: _____ Email: _____

THIS AGREEMENT IS FOR: Advertising space in The Clark Fork Journal as follows:

Frequency: _____ Start Date: _____ Tear Sheets (Y/N): _____
Size: _____ End Date: _____
Cost: _____ Color: _____

Additional Items: _____

Instructions: _____

- This contract will be in effect for the above specified length of time.
- This Advertising Agreement may not be assigned or transferred by the Advertiser/Agency.
- IF THIS ADVERTISING AGREEMENT IS NOT FULFILLED BY ADVERTISER/AGENCY, Advertiser/Agency agrees to pay the current open rate. Any Advertiser/Agency not fulfilling contracted levels will be charged for the difference according to the best rate earned.
- There is no charge for space reservation cancellations received by the **NORMAL DEADLINE** (Rate card deadline schedule). A production charge of \$5 per column inch will be charged for cancellations after the deadline.
- The Clark Fork Journal will exercise every effort to avoid error and omission in any advertisement. In the event of an error and the Clark Fork Journal is at fault, the Clark Fork Journal will compensate Advertiser/Agency for advertisement. The Clark Fork Journal shall not be liable for typographical errors or slight changes that do not lessen the value of an advertisement. The error must be reported by Advertiser/Agency prior to subsequent publication. Further publication of unreported errors are the responsibility of the Advertiser/Agency and the Clark Fork Journal will not be liable for any other charges or damages beyond the first publication of the advertisement.
- The Clark Fork Journal may reject any advertisement which is objectionable in subject matter or which, in the Clark Fork Journal's opinion, is dishonest or misleading. By signing this Advertising Agreement, Advertiser/Agency specifically warrants all materials submitted for publication by The Clark Fork Journal to be free of slanderous material or material infringing upon the copyright, trademark or other proprietary rights of any third party. Advertiser/Agency also agrees to hold The Clark Fork Journal harmless for any and all claims made against the Clark Fork Journal as a result of advertising placed by the Advertiser.

- All advertising copy, which represents the creative effort of the Clark Fork Journal and/or the utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of the Clark Fork Journal, including the rights of copyright therein and may not be reproduced elsewhere.
- In the event that any federal, state or local taxes are imposed on the printing of advertising material or on the sale of advertising space, such taxes shall be assumed and paid by the Advertiser.
- If any advertising agency places advertising for an Advertiser, the Agency guarantees payment due to the Clark Fork Journal. Advertiser and/or the Agency agrees that the Clark Fork Journal will invoice the prevailing rates for any costs incurred by the Clark Fork Journal in preparing advertising for publication. Rates are NOT subject to Agency commission.
- **ALL INVOICES ARE DUE UPON RECEIPT** A 1.5% monthly late charge is added to all outstanding invoices every 30 days until the account is paid. Advertiser/Agency agrees to pay collection expenses, court costs and attorney's fees if collection and/or lawsuit is necessary.
- The Clark Fork Journal reserves the right to amend the terms, conditions or rates of this Advertising Agreement. If such revision is not acceptable to the Advertiser/Agency, the Advertiser/Agency shall have the right to terminate the advertising schedule in writing within ten days of the date of the charge, without penalty. All changes will be in writing and effective 30 days after written notice.
- Advertiser/Agency agrees that they have read and understand the terms of this agreement and have authority to execute the same, and in doing so, accepts full responsibility for payment of advertising, under the terms of this Advertising Agreement.

By the signature below, as Advertiser/Agency, I agree to fulfill the obligations specified in this Advertising Agreement to advertise in the Clark Fork Journal and agree to pay The Clark Fork Journal at the contractually specified rates.

Print Name

Print Name

Authorized Signature for Advertiser/Agency

Clark Fork Journal Advertising Representative

Date

Date