

TERMS & CONDITIONS

1. Local advertising rates apply only to the sale of advertising space to any single firm or individual advertiser to promote its selling at retail or communicating other information directly to the public at or from a location or locations in Virginia.
2. Forwarding of an order by the advertiser is construed as an acceptance by the advertiser of all rates and conditions under which advertising space is at the time sold by the Richmond Times-Dispatch. Failure to make an order correspond in price, or otherwise, with the applicable rate card is regarded only as a clerical error and publication shall be made and charged for based upon the rates and terms of the applicable rate card, without further notice. Special clauses in an order shall not be accepted if they relate to legal liability or circulation guarantees; the terms and conditions of any form advertising contract prepared and tendered by the advertiser shall be inapplicable to the extent that they are inconsistent with the terms and conditions stated herein. Execution of the Richmond Times-Dispatch's form advertising contract by the advertiser is construed as an acceptance of all rates and conditions under which advertising space is at the time sold by the Richmond Times-Dispatch; provided, however, that to the extent said rates and conditions are inconsistent with the provisions of the Richmond Times-Dispatch's form advertising contract, the provisions of the contract shall apply.
3. Submission of an advertisement to a sales representative of the Richmond Times-Dispatch does not constitute a commitment by the Richmond Times-Dispatch to publish the advertisement. Only publication of an advertisement constitutes acceptance of the advertiser's order. Publication of an advertisement does not constitute an agreement for continued publication. The Richmond Times-Dispatch shall in no event be liable for failure to publish advertising when specified by the advertiser, provided that, if no advertising is published, any charges received therefor by the Richmond Times-Dispatch shall be refunded.
4. Acceptance and publication of advertising does not constitute any extension of credit. The Richmond Times-Dispatch may, at its sole discretion, extend credit upon completion of an application for credit, and/or personal guarantees by the advertiser, and/or any additional information and references deemed necessary. The advertiser should allow five working days for the processing of its credit application. When the Richmond Times-Dispatch extends credit, payments are due by the 15th of the month following publication. Continuation of credit privileges is dependent upon full and prompt payment. The granting of credit from time to time is an accommodation to the advertiser, the terms of which may be changed by the Richmond Times-Dispatch upon seven days prior written notice to the advertiser.
5. Except as otherwise provided herein, all bills for advertising are net and are due and payable upon submission of statement. A charge of 1.5% per billing period (which accrues to 18% annually) shall be made on all unpaid advertising when the account becomes 45 days past due, and such charge shall appear on subsequent statements.
6. When the Richmond Times-Dispatch sets copy, a charge shall be made for the actual space occupied if such space is greater than the space specified in the order. If the actual space occupied is less than the space specified in the order, the Richmond Times-Dispatch shall bill the advertiser for the exact space ordered.
7. The Richmond Times-Dispatch reserves the right to amend or revise rates, terms, conditions, etc. upon 30 days written notice; all advertising contracts are acceptable subject to this reservation. If said amendments are not acceptable to the advertiser, the advertiser may, by written notice to the Richmond Times-Dispatch prior to the effective date of the amendments, cancel its advertising contract without liability for future obligations thereunder. Any agreements, rates, terms, or conditions not set forth herein or in the advertising contract between the advertiser and the Richmond Times-Dispatch shall be void and of no effect.
8. The Richmond Times-Dispatch reserves the right to reclassify, edit, reject, or cancel any advertisement for any reason it deems sufficient, including but not limited to any advertisement deemed objectionable in subject matter, illustration, or phraseology.
9. The Richmond Times-Dispatch may, at its sole discretion, furnish proofs to the advertiser prior to publication of its advertisement. The purpose of such proofs is to provide the advertiser an opportunity to inspect for typographical errors and to make any price changes. The Richmond Times-Dispatch shall make any other changes if time permits and at an additional charge of \$20.00 per hour, with a \$20.00 minimum charge. If the advertiser is furnished such proofs, the Richmond Times-Dispatch shall not be held liable or responsible for any error in any published advertisement unless the advertiser's proof correction requests are returned in ample time before publication and are not met. Whether or not such proofs are furnished, the Richmond Times-Dispatch shall assume liability for typographical errors ONLY for the first insertion of the advertisement, and its liability shall not exceed the cost of the space occupied by the error. In no event shall the Richmond Times-Dispatch be liable or responsible for errors that do not materially affect the value of the advertisement or for errors due to omission of material by the advertiser.
10. It is the advertiser's responsibility to examine its advertisement for any errors upon publication of the advertisement. The Richmond Times-Dispatch shall not be held responsible for errors beyond the first publication date of a multiple insertion. Requests for error adjustments must be made within one week of the publication date. Error adjustments shall be given in the form of either (A) additional advertising space or (B) cancellation of the charge or refund of any payment for the advertising space involved. The Richmond Times-Dispatch has the exclusive right to choose the appropriate form of adjustment.
11. In the event of the Richmond Times-Dispatch's error advertising goods at less than the specified price, the Richmond Times-Dispatch shall furnish a letter to the advertiser to be posted, noting the error and stating the correct price. The Richmond Times-Dispatch shall not assume any liability for goods sold at the incorrect price.
12. The Richmond Times-Dispatch reserves the right to require written confirmation of orders, cancellations, or corrections. In any event, orders or corrections must be received by the Richmond Times-Dispatch in ample time to follow.
13. The advertiser may request a specific position or classification for its advertisement. Such requests of specifications on orders for the use or barring the use of any page are treated as requests only. Classified display advertisements may not necessarily be positioned within the requested classification due to make-up, mechanical configuration or other reasons. While every effort shall be made to accommodate position or classification requests, under no circumstances is position or classification guaranteed.
14. Political advertisements must be paid in advance of publication by cash or certified check. A political advertisement must clearly state (A) that it is a "paid political advertisement" and (B) by whom the advertisement was authorized. In the event that the advertisement is not authorized by the candidate, his or her authorized political committee, or its agents, the advertisement must clearly state that it is not authorized by any candidate or candidate's committee and must include the name and residence address of the individual responsible for the advertisement. In no event may a political advertisement imply the incumbency of a candidate who is not in fact the incumbent.
15. Any advertisement simulating news matter must have the word "Advertisement" or the words "Paid Advertisement" at the top and/or bottom of the advertisement. The Richmond Times-Dispatch reserves the right to include such words if omitted by the advertiser. The advertiser's failure to include such words may result in a charge for the additional space necessary to include them. In no event may the Richmond Times-Dispatch's masthead or news type be used for advertising purposes.
16. No advertising contract is valid unless signed by the Richmond Times-Dispatch's Classified Advertising Manager. All advertising contracts must be made in the advertiser's name and signed and titled by the advertiser (if an individual) or an owner or officer of the advertiser. All advertisements are accepted for publication entirely upon the representation that the advertiser and its agency (if any) are properly authorized to publish the entire contents and subject matter thereof. The advertiser acknowledges and agrees that the space reserved under the advertising contract is to be used by the advertiser signing the contract and used exclusively for the advertiser's present business and cannot be sold, given, transferred, or assigned, in whole or in part, to any other firm, individual, corporation, or other entity.
17. The Richmond Times-Dispatch may cancel any advertising contract at any time for reasons satisfactory to the Richmond Times-Dispatch. If the contract is canceled because the advertiser defaults in payment of any amount when due thereunder, becomes insolvent, makes an assignment for the benefit of creditors, is adjudged bankrupt, or a receiver is appointed, then the advertiser shall pay at the rate earned. If the contract is canceled by the Richmond Times-Dispatch for any other reason, the advertiser shall pay at the contract rate. The advertiser may cancel any advertising contract for any reason upon 30 days written notice to the Richmond Times-Dispatch, in which event the advertiser shall pay at the rate earned.
18. The Richmond Times-Dispatch shall not be liable for failure to furnish advertising space or to publish any advertisement due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause, including equipment failures or any mechanical or electrical breakdowns, beyond the Richmond Times-Dispatch's control.
19. Any federal, state or local tax imposed on advertising published hereunder shall be an additional charge to the advertiser, over and above the rates set forth herein.
20. All property rights arising from the creation or production of advertisements for the advertiser by the Richmond Times-Dispatch, including but not limited to any copyright interest in any such advertisements which incorporate creative ability and/or typography furnished or arranged by the Richmond Times-Dispatch, shall be the property of the Richmond Times-Dispatch. No such advertisement or any part thereof may be reproduced without the prior written consent of the Richmond Times-Dispatch. The Richmond Times-Dispatch shall not be held liable or responsible for any original materials supplied by the advertiser that are left at the Richmond Times-Dispatch's offices for over ten days.
21. Key numbers and coupons in advertisements are accepted at the advertiser's risk.
22. Advertising agencies are responsible for payment of all advertising ordered on behalf of their clients, but the Richmond Times-Dispatch reserves the right to hold the agency and the advertiser jointly and severally liable for all such payments.
23. In consideration of the publication of advertising, the advertiser and its agency (if any) hereby indemnify and agree to hold the Richmond Times-Dispatch harmless against any and all liability, loss or expense from any violations of law, claims for libel, unfair competition, unfair trade practice, violation of rights of privacy or rights of publicity, infringement of trademark, trade name, copyright or other proprietary rights, or any other claims, causes of action or the like arising directly or indirectly from the publication of advertising hereunder. The advertiser and agency (if any) further agree to pay the costs of any such actions, including but not limited to expenses and reasonable attorneys' fees for the counsel of the Richmond Times-Dispatch's selection.