

Uniform Retail Rate Card Contract & Copy Regulations

1. Retail advertising rates apply only to:

A. the sale of advertising space to any single firm or individual advertiser to promote its selling at retail directly to the public within [the publisher's] retail trading area. [the publisher's] retail trading area includes: Hanover and Goochland counties.

B. the sale of advertising space to promote some special interest or event occurring in [the publisher's] retail trading area, the cost of which is to be shared among multiple sponsors. Such advertising is acceptable at the sole discretion of [the publisher] and is acceptable only if the reference to the individual sponsors appears only in a list of sponsors' names, unless the advertisement is an insert that includes advertisers who are predominantly located outside of the retail trading area;

C. the sale of advertising space to promote retail sales directly to the public from on-going, non-transient inventories by a group of retailers in contiguous locations within the retail trading area; or

D. the sale of space for political advertising.

2. Co-op rates apply only to manufacturers and distributors for advertisements containing their signature or a dealer list. A co-op contract must be on file with [the publisher] to earn discounted rates.

3. General advertising rates apply to the sale of all advertising space that does not otherwise meet the criteria of paragraphs 1 or 2, above, including but not limited to the sale of advertising space for employment/recruiting purposes and the sale of advertising space to businesses not having an established or permanent location in [the publisher's] retail trading area.

4. An advertising agency commission program is available to recognized advertising agencies for national advertising at 15%. Local advertising is generally non-commissionable. However, commission on the local rate will be paid to all national and state associations of which Media General and/or the newspaper is a current dues paying member, as well as to other newspaper-owned or affiliated organizations that place advertising with our newspapers on a regular basis. Such commissions may include payments for new business, existing business, major accounts and one-order-one-billing services, each of which will be determined by the then current rates of each organization, established on an equitable basis for all participating newspapers. The local rates of Media General's newspapers will not be grossed up to include commissions. Any commissions due to networks should be deducted from the local rate.

5. 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 publisher]. 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 publisher'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 publisher]; provided, however, that to the extent said rates and conditions are inconsistent with the provisions of [the publisher's] form advertising contract, the provisions of the contract shall apply.

6. Submission of an advertisement to a sales representative of [the publisher] does not constitute a commitment by [the publisher] 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 publisher] 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 therefore by [the publisher] shall be refunded.

7. Acceptance and publication of advertising does not constitute any extension of credit. [The publisher] 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 seven working days for the processing of its credit application. When [the publisher] 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 publisher] upon [seven] days prior written notice to the advertiser.

8. 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 month (which accrues to [18%] annually) shall be made on all unpaid advertising when the account becomes [30] days past due, and such charge shall appear on the subsequent monthly statement.

9. When [the publisher] 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 publisher] shall bill the advertiser for the exact space ordered. Subject to management approval, upside down copy will be accepted if in context with the ad.

10. [the publisher] 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 publisher] 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 publisher] shall be void and of no effect.

11. [the publisher] reserves the right to 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.

12. Proofs may be furnished 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 publisher] shall make any other changes if time permits and at an additional charge of \$ 15 per hour, with a \$ 15 minimum charge. If the advertiser is furnished such proofs, [the publisher] 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 publisher] 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 publisher] 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.

13. It is the advertiser's responsibility to examine its advertisement for any errors upon publication of the advertisement. [the publisher] shall not be held responsible for errors beyond the first publication date of a multiple insertion. Requests for error adjustments must be made within seven days 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 publisher] has the exclusive right to choose the appropriate form of adjustment.

14. In the event of [the publisher's] error advertising goods at less than the specified price, [the publisher] shall furnish a letter to the advertiser to be posted, noting error and stating the correct price. [the publisher] shall not assume any liability for goods sold at the incorrect price.

15. [the publisher] shall not be responsible for orders, cancellations, or corrections given over the telephone. Written confirmations of orders, cancellations, or corrections must be received by [the publisher] in ample time to follow. Cancellations shall be allowed at no charge when received by [the publisher] no later than [24] hours after the regular deadlines. Cancellations received more than [24] hours after the regular deadlines and before [3:00 p.m. on the day prior to printing] shall be subject to a charge of [25%] of the cost of the space cancelled. [The publisher] shall accept no cancellations after [3:00 p.m. on the day prior to printing].

16. Positions and color may be requested for any page on which advertising is acceptable and shall be filled, if possible, depending upon editorial make-up and advertising space demands. Specifications on orders for the use or barring the use of any page, or relating to the kind of news or advertising on the page are treated as requests only. Every effort shall be made to comply with such position requests. Subject to the provisions of paragraph 11 hereof, [the publisher] shall guarantee page position for an additional 15% of the cost of the advertising, subject to availability; provided, however, that in no event shall exact placement on a page be guaranteed.

17. Political advertisements must be paid in advance of publication by cash or certified check and shall be set as display advertisements. A political advertisement must clearly state (A) that it is a "paid political advertisement," (B) the political party affiliation of a candidate for partisan office, (C) by whom the advertisement was paid, and (D) 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. Newspaper plastic bags and post-it-notes may not be used for political advertising.

18. Any advertisement simulating news matter must have the word "Advertisement" or the words "Paid Advertisement" at the top of the advertisement. [the publisher] 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 publisher's] masthead or news type be used for advertising purposes.

19. No advertising contract is valid unless signed by the Advertising Director or the Publisher. All advertising contracts must be made in the advertiser's name and signed and titled by 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.

20. [the publisher] may cancel any advertising contract at any time for reasons satisfactory to [the publisher]. If the contract is cancelled 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 cancelled by [the publisher] 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 publisher], in which event the advertiser shall pay at the rate earned.

21. [the publisher] 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 publisher's] control.

22. 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.

23. All property rights arising from the creation or production of advertisements for the advertiser by [the publisher], including but not limited to any copyright interest in any such advertisements which incorporate art work, creative ability, and/or typography furnished or arranged by [the publisher], shall be the property of [the publisher]. No such advertisement or any part thereof may be reproduced without the prior written consent of [the publisher]. [the publisher] shall not be held liable or responsible for any original art work, drawings, or materials supplied by the advertiser that are left at [the publisher's] offices for over 30 days.

24. Key numbers and coupons in advertisements are accepted at the advertiser's risk.

25. Advertising agencies are responsible for payment of all advertising ordered on behalf of their clients, but [the publisher] reserves the right to hold the agency and the advertiser jointly and severally liable or all such payments.

26. In consideration of the publication of advertising, the advertiser and its agency (if any) hereby indemnify and agree to hold [the publisher] 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 publisher's] selection.

27. The advertiser agrees to hold [the publisher] harmless for all fees and expenses, including but not limited to expenses and reasonable attorneys' fees for the counsel of [the publisher's] selection, incurred by [the publisher] in enforcing payment of any amounts due under an advertising contract hereunder. It is agreed that the venue in any legal proceeding that may be taken to enforce an advertising contract hereunder shall be Hanover. The laws of Virginia (without regard to any of its conflicts of laws provisions) shall govern the interpretation and enforcement of this contract in all legal proceedings.

28. Advertising rates are based on column inch size, fractional page size or number of lines. All measurements or dimensions provided herein are nominal and are subject to change. The Publisher reserves the right to decrease the page and column width along with the depth of the page, to increase or decrease the number of columns per page and to adjust the size of any advertisement to conform to the current page dimensions. All advertisements ordered will still maintain substantially the same proportion of the page (less margins).

29. The Publisher shall not be liable for discrepancies between any measurements of dimensions provided herein and the actual space occupied by any advertisement hereunder that do not materially affect the proportional visual impact of the advertisement. Claims for any adjustments based upon the Publisher's changes to any advertisement with regard to content, size or position must be made not later than thirty (30) days after the publication date containing the advertisement for which an adjustment is sought. If an adjustment is requested during the thirty-day period, the Publisher will determine if the claim is valid and make any adjustment that the Publisher deems appropriate.

30. Notwithstanding anything to the contrary herein, under no circumstances shall publisher be liable to advertiser or agency for any consequential, punitive, incidental or special damages. In no event will the liability of publisher to advertiser, agency or any third party for damages, direct or otherwise, arising out of or in connection herewith exceed the total value of the monies payable to publisher for the services not performed in accordance with these terms and conditions.

31. Publisher shall use commercially reasonable efforts in performing the services hereunder. Advertiser hereby acknowledges that publisher shall not be liable for immaterial deviations from the agreed services. Except as expressly stated in these terms and conditions, no warranties, conditions, guarantees, or representations are made by publisher, and publisher hereby disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, or other warranties, whether expressed or implied, in law or in fact, oral or in writing.

32. The publisher will not be held responsible for erroneously billed advertising after 12 months.

33. Contracts must be endorsed by the advertiser and in possession of the publisher in advance of the first published advertisement. If the contract has not been activated within 30 days of the first published advertisement, open rate advertising will not be adjusted to contract rates.

34. Under no circumstances will brokered-space advertisements, those which are pre-sold by an outside party, be accepted for publishing.