



MARKETING GRANT PROGRAM AGREEMENT

This agreement will cover marketing spends relating to the business listed and its privileges cannot be transferred to another business. Terms and language listed below will not supercede any existing agreements with Forum Communications but will pertain only to the special conditions listed herein and specified.

Effective Dates: _____

Business Will Receive: _____

Products: _____

Investment: _____

Schedule: _____

Notes: _____

Grant funds can be used toward print or digital advertising in your local Forum Communications news products. Dollar-for-dollar matching grants are available for a minimum of \$250 and a maximum of \$10,000 of matching funds each month. Grants will be awarded for use within the months of May, June, and July. Matching advertising grant excludes contest, pre-prints, post-it notes, obituaries, legals, national retail, previously scheduled placements, contract fulfillment, broadcast and select digital programs. Additional restrictions may apply.

Forum Communications Representative

Date

Business: _____

I agree to these terms.

Signature: _____

Title: _____

Date: _____

ADVERTISING POLICY

- A. All advertising is payable upon receipt. A finance charge of 1.5% per month (annual percentage rate of 18%) is charged on all past due accounts after 30 days. If account becomes 90 days past due, we reserve the right to refuse further advertising.
- B. Advertiser will be in default if Advertiser:
- does not pay when due any amount due hereunder;
 - breaches or fails to perform any of the covenants and promises under this Agreement or any other agreement entered into with Forum Communications Company; or
 - becomes insolvent, makes a general assignment for the benefit of creditors, files a petition in bankruptcy, or applies to a court for the appointment of a receiver for any of its assets or properties.
- C. Forum Communications Company reserves the right to revise rates quoted herein upon 30 days notice.
- D. The word "Advertisement" must appear above all advertising which simulates editorial content. FCC news type cannot be used in advertising headlines and copy.
- E. Cash must be in the office with the advertising copy prior to deadline unless credit has been specifically checked and accepted by the Business Office. Credit applications are required for all new accounts. Prior to publication of Going Out of Business Advertising, the advertiser must be registered with the city auditor, if required and pay cash for all advertisements.
- F. For value received, Advertiser hereby assigns to FCC all rights, title and interest in all advertisements placed, which represents the creative effort of the Newspaper and its utilization of illustrations, art, labor, composition or material. Advertiser understands that because of said assignment they cannot authorize photographic or other reproduction of any such advertising appearing in FCC in any other publication without the express written consent of FCC. It is further understood that this assignment does not preclude Advertiser from supplying to other publications similar or identical material (original or set) or information for production of advertisements by such publications or from suggesting the content of form of such advertisement.
- G. The liability regulations described here apply to all advertising: retail, national, classified and legal. FCC accepts the responsibility for publishing each ad correctly as determined by original copy and if submitted on or before deadline. FCC will not accept liability for changes in copy after the advertisement has been proofed. In the event of error, FCC's liability is limited to a correction, if requested, or credit only for the actual space occupied by the incorrect item. The publisher is not responsible for errors in copy or layout, orders, cancellations or corrections given over the telephone or by FAX. Copy and layouts, written confirmation of orders, cancellations or corrections must be received in adequate time. Cancellations after deadline can be made with advertiser being billed for fifty percent (50%) of the ordered space. All advertising is accepted on a ROP (Run of Paper) basis. Claims for adjustment must be made within 24 hours. All rates are firm and in compliance with government regulations. FCC cannot be liable for advertising not run.
- H. Advertiser assumes the liability for all statements, pictures and names contained in advertisements printed, and assumes responsibility for any claims against FCC resulting from the advertisement.
- I. Every attempt will be made to observe restrictions on orders as to advertising or editorial matter on the same or opposite page. However, no guarantee can be made in connection with these requests.
- J. At the end of the contract period, or upon cancellation, we will compare your advertising agreement with the number of inches you actually ran. Your rates will be adjusted accordingly. You will be charged for the difference between the rate billed and the rate earned on the actual inches run. Rebates: Limited to two brackets beyond original contract rate. We will issue a credit toward future advertising. Re-rates: Contracts not met will be re-rated to contract bracket actually used.
- K. The advertiser and/or advertising agency agrees to defend and indemnify the publisher against any and all liability, loss or expenses arising from claims of libel, unfair competition, unfair trade practices, infringement of trademarks, copyrights, trade names, patents or proprietary rights or violation of rights of privacy resulting from the publication of the advertiser's advertising.
- L. BROKERED ADVERTISING: The re-selling of newspapers ROP space or preprints by a party other than FCC to groups or multiple advertisers is not accepted.
- M. If at any time the advertiser finds the above space agreed upon is not sufficient to cover needs, this agreement may be canceled and a new agreement written effective as of the first of the month issued.