

ADVERTISING TERMS, CONDITIONS, & GENERAL POLICIES

1. The Publisher reserves the right to reject or cancel any advertisement(s) at its sole discretion.

2. Northwest Catholic does not accept advertisements for products or services that are contrary to Catholic teaching or from entities that, in the judgment of the newspaper's management, have as their primary focus those products or services. Northwest Catholic retains the right to edit or reject all advertising copy.

3. All new advertisers will be asked for advertising payment in advance of the initial press run. Once the advertiser's credit has been established, payment terms are net 30. After 30 days, if payment has not been received, a finance charge may be applied.

4. No conditions, printed or otherwise, appearing on the contract order or copy instructions, which conflict with the Publisher's policies, will be binding on the Publisher, unless specifically agreed to in writing by the Publisher.

5. The Publisher reserves the right to hold the Advertiser and/or the Advertising Agency jointly and severally liable for such monies as are due and payable to the Publisher.

6. Ad positioning agreements, even when acknowledged in writing by the Publisher, are subject to preemption by units of greater space, special placements or insertions, or any other reason at the sole discretion of the Publisher.

7. The Publisher cannot be held responsible for the quality of reproductions when specifications are not adhered to or when materials are not received by specified dates. "Camera ready" art/ads from advertisers must be of the exact specifications required by the Publisher. Art/ad specifications pertain to any/all of the following: art/ad size, resolution of output or items submitted for output, line screen, etc. If these specification guidelines are not adhered to in the strictest sense, the Publisher reserves the right to not accept the art/ad as camera ready.

8. Any advertising agreement subject to cancellation must be accepted and acknowledged in writing by the Publisher in advance of the publication closing date. Cancellations are subject to a loss of monies already paid toward said advertising.

9. It is the sole responsibility of the Advertiser to proof their ad for correctness. It is the Advertiser's responsibility to turn in artwork and copy to the Publisher during normal business hours on the publication closing date for the issue in which the advertisement is to be published. If no artwork and copy is provided by the specified date, the Advertiser shall lose all monies paid to the Publisher and forfeit any space reserved.

10. No employees or representatives of the Publisher have the authority to change any of the terms, conditions, and/or general policies of Northwest Catholic.

11. As evidenced by the signatures of the sales representative and the Advertiser, the parties intend a binding contract be created, and it is

understood by the Advertiser the dollar amount contracted for, in each issue contracted for, is due regardless of Advertiser's business closure, business location change, event cancellation, or any other adverse event which might otherwise prohibit the Advertiser from the intended benefits of advertising in Northwest Catholic.

12. Although the Publisher will make every effort to print and distribute Northwest Catholic by the issue date, the Publisher shall not be held liable, and the Advertiser agrees to waive its rights to hold the Publisher liable for failure to distribute any issue of Northwest Catholic by the issue date.

13. Advertiser agrees that under no circumstance whatsoever, will Northwest Catholic be accountable to the Advertiser for any claim, loss of advertising, loss of business, failure to print and/or publish which would exceed the Advertiser's paid amount.

14. The Advertiser warrants that he/she is the duly authorized and appointed agent for, or representative of, the product or service or place of business or business to be advertised under this Agreement and agrees to hold the Publisher harmless from any and all claims in any manner resulting from said advertising.

15. The Advertiser warrants that the use, in or in connection with any item, person, or persons used in or in connection with any item of advertising specified in this Agreement. This includes the use of any picture, picture reproduction, any endorsement, trade mark or trade name is duly authorized, and the Advertiser agrees to hold the Publisher harmless from any and all claims in any manner resulting from use of such in advertising.

16. Publisher reserves the right to decline any advertisement, before or after published closing date, including any prepaid, paid and/or unpaid advertisement. All copy, text, photos, and illustrations in advertisements are published with the understanding the Advertiser is fully authorized, has secured proper consent for use of such material, and the Publisher may lawfully publish Advertiser's material. The Advertiser agrees to indemnify and hold the Publisher, its employees, officers, agents, and business affiliations harmless from any and all liability, loss and expense of any nature whatsoever incurred as a result of publishing said advertisement. The indemnity includes, but is not limited to, lawsuits for libel, invasion of privacy, plagiarism, copyright infringement, unauthorized use of a person's name or photograph, or any other claim or suit.

17. By executing this Agreement, the Advertiser admits having read all of the foregoing and neither the Publisher nor the Advertiser shall be bound by any agreement or understanding not expressed herein, and the Advertiser understands and agrees to all of the Terms and Conditions contained in this Agreement.