

DISPLAY ADVERTISING AGREEMENT

NAME OF BUSINESS: _____ New Account Resign

Representative: _____ Title: _____

Street: _____ Phone: _____

City: _____ Fax: _____

State: _____ ZIP: _____ Email: _____

PUBLICATION

THE WEST SIDE SPIRIT OUR TOWN DOWNTOWN CHELSEA CLINTON NEWS/WESTSIDER

AD SIZE/COLOR

- Front Cover Box (W: 1.867" x H: 3")
- Front Cover Strip (W: 10" x H: 1.5")
- Full Page (W: 10" x H: 12.875")
- Junior Page (W: 7.458" x H: 10")
- 1/2 Horizontal (W: 10" x H: 6.375")
- 1/2 Vertical (W: 4.875" x H: 12.875")
- 1/3 Vertical (W: 4.875" x H: 8.5")
- 1/4 Page (W: 4.875 x H: 6.375")
- 1/6 Square (W: 4.875" x H: 4.25")
- 1/8 Page (W: 4.875" x H: 3.1875")
- 1/16 Page (W: 2.375" x H: 3.1875")
- 4 Color Spot Color

ADVERTISING SCHEDULE

Frequency: Open 8x 13x 26x 40x 52x _____ X INSERTS

Rate:	Position Request:	REMARKS:
4-Color Charge:	Consecutive Week Dates:	
Spot Color Charge:	Alternate Week Dates:	
Preferred Placement:	Other Dates:	
Total Billing:		

MANHATTAN NEWSPAPER GROUP, LLC TERMS AND CONDITIONS OF SALE

1. This Advertising Agreement constitutes an agreement between Manhattan Newspaper Group, LLC (MNG) and its advertisers. 2. Advance payment for advertisements is required of all advertisers until credit has been established. 3. Advertiser agrees to pay MNG for service charges a sum equal to 1 1/2% of the outstanding balance per month on all balances outstanding in excess of thirty (30) days. 4. MNG is responsible for errors up to the cost of the ad in advertising credit. 5. If an error appears in the ad, it is the responsibility of the advertiser to notify MNG within 2 business days of publication in writing to receive credit. 6. MNG does not assume liability for omissions, or in the event of an error, for any claim to exceed the cost to the advertiser of the actual space occupied by the advertisement or section thereof in which the error occurs. Advertiser agrees to hold MNG harmless from all liabilities, claims, losses or damages of every kind arising out of any advertisement submitted to MNG, by or on behalf of the advertiser. Advertiser agrees, at his or her own expense, to defend to final judgement any and all suits, actions, etc. and satisfy all orders, judgements, etc. against MNG resulting from publication of any advertisement submitted to MNG by or on behalf of the advertiser. 7. Multiple insertion advertisers are granted a discounted rate per insertion as quoted above. Should advertiser not fulfill above advertising schedule or fail to pay bills as per agreement, it is agreed that the advertiser shall pay for the number of insertions actually published at the current open rate (the one-time, non-discounted rate) per insertion. Changes in run dates must be in writing and received 5 business days prior to publication date. In the event the advertiser

breaches the terms of this agreement or if there is a default in payment necessitating the utilization of an attorney and/or a collection firm, the advertiser agrees to pay all legal/collection fees - 35% in addition to the open rate charged per insertion, plus any applicable service charges. 8. The undersigned is duly authorized to enter into this agreement and personally guarantees performance of this advertising agreement. 9. MNG shall have the right to omit advertising, to limit the amount of advertising in any issue under any contract or order, to designate the proper classification of all advertising and the rate applicable thereto, to reject any advertising copy, to cancel any advertising contract or order at any time for reasons satisfactory to the management and to lighten or change type, borders and cuts without penalty to either party. MNG does not guarantee placement of advertising on any particular page or portion of the publication unless otherwise specified in the advertising agreement. 10. No additional terms or conditions pertaining to this contract will be recognized by MNG, except those endorsed herein in writing and authenticated by the signature of both parties. 11. Any dispute arising out of this agreement the parties hereby consent to the jurisdiction of the courts of the State of New York or by the arbitration (upon the sole discretion of MNG) before the American Arbitration Association in New York City. Any award of the arbitrator shall be final and binding, and the parties hereby consent to the jurisdiction of the courts of the State of New York for the purpose of entry and enforcement of any judgement which may arise out of any decision of the American Arbitration Association regarding this matter.

Advertiser Signature:

X _____

Date:

Publisher:

X _____

MNG Representative:

X _____

Date:

Business Type:
