



**ADVERTISING AGREEMENT**

**THIS AGREEMENT** is made as of **June 5, 2006** between Lee Enterprises, Incorporated d/b/a Rapid City Journal, the “Publisher”, and City of Rapid City the “Advertiser.”

**TERM.** The term of this Agreement will begin on THE FIRST DAY OF **June, 2006** and end on THE LAST DAY OF **May, 2007**. This Agreement may not be terminated or cancelled by the Advertiser prior to the end of its term except for the reasons specified in Sections 1 and 12 on the reverse side of this Agreement.

**VOLUME AGREEMENT.** The Advertiser will purchase at least **\$ 15,000** of total advertising before the end of the term.

Complete as applicable:

- Retail \$ \_\_\_\_\_ Frequency \_\_\_\_\_ Lineage \_\_\_\_\_
- Classified \$ \_\_\_\_\_ Frequency \_\_\_\_\_ Lineage \_\_\_\_\_
- Preprinted inserts \$ \_\_\_\_\_ Frequency \_\_\_\_\_
- On-line products \$ \_\_\_\_\_ Frequency \_\_\_\_\_
- Other \$ \_\_\_\_\_ Frequency: \_\_\_\_\_
- Other \_\_\_\_\_ \$ \_\_\_\_\_ Frequency \_\_\_\_\_

All advertising dollars invested in the Publisher's advertising products, including Retail and Classified advertising, Preprinted inserts, On-line products and other packages apply toward fulfillment of this volume agreement by Advertiser. Commercial printing and subscriptions are excluded.

**OTHER TERMS AND CONDITIONS.** See reverse side of this Agreement.

Publisher and Advertiser have read and agree to the terms and conditions of this Agreement including those outlined on the reverse side.

**ADVERTISER:**

**LEE ENTERPRISES, INCORPORATED:**

**ADVERTISING AGENCY** (if applicable):

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Company Name:  Partnership  Corporation  Individual

Rapid City Journal  
Division Name: \_\_\_\_\_

\_\_\_\_\_  
Company Name:  Partnership  Corporation  Individual

Print Name / Title \_\_\_\_\_

Print Name / Title \_\_\_\_\_

Print Name / Title \_\_\_\_\_

Billing Address: \_\_\_\_\_

Address: 507 Main St. Rapid City, SD 57701

Billing Address: \_\_\_\_\_

\_\_\_\_\_

Salesperson: Ame VanHove

\_\_\_\_\_

Local Address \_\_\_\_\_

New \_\_\_\_\_ Renew \_\_\_\_\_

\_\_\_\_\_

Account Number(s): 31766, 178440, 32044, 176887, 251726

1. **Rates.** All advertising purchased will be at the rates on page 1 of this agreement and on the terms indicated on the Publisher's current rate cards. Rates apply to advertising space relating to the business operated by the Advertiser. Rates cannot be used directly or indirectly to cover the advertising of any product for which the Advertiser may be a distributor. The space contracted for will not be sublet to others, nor used for other purposes than contemplated by this Agreement. The rate cards are made a part of this Agreement. The advertising rates and terms on the rate cards will control if there is a conflict or inconsistency between a rate card and this Agreement.

The Publisher may, in its discretion, increase the rates listed on any rate card or change its advertising terms. The Publisher will inform the Advertiser of any increase in rates or change in terms prior to the effective date of the increase or change. If the rates are increased or terms changed, the Advertiser may cancel the remainder of the term of this Agreement, as of the date the new rates or changes become effective, without liability for failure to meet the Volume Agreement on reverse side. The Advertiser must notify the Publisher in writing if the Advertiser decides to cancel the remaining term of this Agreement because of increases or changes. If the Advertiser fails to provide such written notice, the Advertiser agrees to be bound by the new rates and terms, which will become a part of this Agreement and become effective on the date set forth in the Publisher's notice.

2. **Payment.** The Advertiser will make payment to the Publisher within the time period indicated on the Publisher's invoice. Failure to receive tear sheets or coop reimbursement will not be considered reason to delay payment beyond the required due date. In addition to the amount owed for unpaid advertising and applicable interest or late charges, the Advertiser agrees to pay the Publisher for all expenses incurred by it to collect any amounts payable under this Agreement, including costs of collection, court costs and attorney's fees.

3. **Termination.** The Publisher may reject an advertising order and/or immediately terminate this Agreement, upon notice to Advertiser for any of the following reasons: (a) if the Advertiser fails to make payment by the date specified in the Publisher's invoice or otherwise fails to perform any of the provisions of this Agreement, (b) if the Advertiser makes an assignment for the benefit of creditors, (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed by or against the Advertiser, (d) if the Advertiser ceases doing business or is likely to cease doing business or (e) in the opinion of the Publisher, the credit of the Advertiser is or may be impaired.

4. **Indemnification.** The Advertiser signatory to this Agreement agrees to hold the Publisher harmless and indemnify the Publisher from all claims, suits, damages costs and expenses of any nature whatsoever, including attorney's fees and court costs, for which the Publisher may become liable by reason of its distribution or publication of Advertiser's promotions or advertising, including but not limited to claims or suits alleging libel, privacy invasion, unfair competition, defamation, misuse of publicity rights, copyright infringement, dilution or trademark infringement under federal or state law, or otherwise based on the content of Advertiser's promotions or advertising, including illustrations, text, claims, etc.

5. **Production Errors.** The Advertiser may not claim a breach, terminate or cancel this Agreement if there are typographical errors, incorrect insertions or omissions in advertising published or distributed or a failure to publish, insert or distribute any advertising or promotions. The Publisher agrees to run corrective advertisement for that portion of the first insertion, which may have been rendered valueless by typographical errors, incorrect insertion or omission of copy, unless such error arose after the advertisement had been set and proofed or otherwise confirmed by the Advertiser or the advertisement was submitted after deadline. The Publisher will not be liable to Advertiser for any loss or damage that results from a typographical error, incorrect insertion or omission or failure to insert, distribute or publish any advertising. A request for a credit letter and any claim for adjustment due to errors must be made within the time period stated on the applicable rate card or, if none, within 36 hours after publication. Credit for errors, will not exceed the cost of the space occupied by such error. On multiple insertions, credit for errors will not be given after the first insertion. If there are disputes or discrepancies with published or distributed advertising, the Advertiser may, prior to final resolution, deduct only the amount in question from the charge and pay the balance.

6. **Ownership.** All advertising copy representing the creative effort of the Publisher and/or utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of the Publisher, including all rights of copyright therein. Advertiser understands and agrees that it cannot authorize photographic or other reproductions, in whole or in part, of any such advertising copy for use in any other newspaper or other advertising medium not owned by the Publisher, without the express written consent of the Publisher.

7. **Taxes.** In the event that any federal, state or local taxes are imposed on the printing, publication or distribution of advertising material or on the sale of advertising, these taxes will be assumed and paid by the Advertiser.

8. **Brokered Advertising.** The Publisher does not accept local brokered advertising.

9. **Advertising Content.** The Publisher may, in its sole discretion, edit, alter, omit, reject or cancel at any time any of Advertiser's promotions or advertising. All advertising positions are at the option of the Publisher, unless position is purchased by the Advertiser and confirmed by Publisher. Failure to meet position requests will not constitute cause for adjustment, refund, rerun, termination or cancellation of this Agreement.

10. **Excusable Delays.** The Publisher will not be liable for any damages related to delay or failure to perform due to causes beyond its control, including but not limited to, fire, strike, work stoppage or other labor interruption, freight embargo, terrorism, sabotage, war, civil disturbance, governmental action, rules or regulations, failure of machinery, equipment or information systems, failure of suppliers, failure or delay of common or private carriers, the elements, flooding, power outages or interruptions or acts of God. The Publisher's inability or failure to perform will not constitute a breach of this Agreement. Performance by the Publisher of its obligations under this Agreement will be suspended during this type of delay or failure to perform. The Advertiser may, however, terminate this Agreement if suspension lasts more than thirty (30) days.

11. **No Waiver.** The Publisher's failure to insist upon the performance by the Advertiser of any term or condition of this Agreement or to exercise any of the Publisher's rights under this Agreement on one or more occasions will not result in a waiver or loss of the Publisher's right to require future performance of these terms and conditions or to exercise its rights in the future.

12. **Miscellaneous.** All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement and the Publisher's current rate cards constitute the entire agreement between the parties and supersede and cancel any prior agreements, representations or communications, whether oral or written, between the parties relating to the subject matter of this Agreement. This Agreement may not be changed orally and may only be amended in writing signed by both parties. This Agreement may not be assigned by Advertiser without the prior written consent of the Publisher, which will not be unreasonably withheld. Each representative of a party signing this Agreement is fully authorized to legally bind the party. This Agreement will be governed by the state law where the Publisher is doing business under the above name.