

- A. This Advertising Contract, Advertising Rates – 2012, Advertising Specifications, Advertisement Change Order (if applicable) and Direct Payment Plan (if applicable) constitute the entire agreement between The Directories, Inc. and the Advertiser. Any changes or additions to these contract documents must be in writing.
- B. All advertisements are subject to The Directories, Inc. approval.
- C. All advertisements are published for the benefit of the Advertiser and said Advertiser is liable for all charges.
- D. The Advertiser agrees to pay for advertising covered by this contract at the rates and charges stipulated upon reading and signing this contract. This agreement was entered into in Washington County, Minnesota and shall be governed by the laws of the State of Minnesota.
- E. The Advertiser shall pay a non-refundable down payment of 35% of the contracted ad amount at the time of signing this contract. The remaining balance is due within 30 days of the June invoice. **Business Listing Advertisement(s) will be paid in full at the time of signing this contract.**
- F. All past due accounts will be subject to 18.5% service & finance charges, with a minimum finance charge of \$5.00 per month.
- G. Returned checks or declined credit cards are subject to a \$30.00 fee per transaction.
- H. Delinquent accounts that are more than 90 days past due will be subject to collection and/or any fees associated with the collection there of, to include attorneys fees, court fees, and service costs. The Directories, Inc. shall be entitled to cancel any or all Advertising agreements with anyone in default.
- I. Advertisement cancellations after ad submission/production is non-refundable.
- J. The location of the advertisement(s) provided for by this contract shall be at the discretion of The Directories, Inc. unless preferred positioning has been agreed upon.
- K. Unless Advertiser contracts with The Directories, Inc. designer, all advertising materials will be furnished by the Advertiser. All advertising materials furnished to The Directories, Inc. will be of phototypesetting quality and resolution.
- L. Advertiser agrees to abide by the advertising guidelines specified in the media kit which are incorporated by reference herein. Advertiser acknowledges receipt of said guidelines.
- M. The Directories, Inc. will provide one proof to the Advertiser with the opportunity to make changes. Additional changes and proofs will be charged at \$85.00 per hour to the Advertiser, with a one hour minimum charge.
- N. Any special or excess handling of electronic files/artwork will be billed to the Advertiser at a rate of \$85.00 per hour.
- O. The Directories, Inc. shall not be held liable for errors or omissions in the proofread advertisement or for minor changes or typographical errors that do not impact the value of an advertisement. For material changes or errors caused as a result of the negligence of The Directories, Inc., Advertiser understands and agrees that any recoverable damages shall be limited to a refund of the advertisement cost. In no event shall The Directories, Inc. be liable to the Advertiser for lost revenue or profits incurred as a result of such material changes or errors.
- P. Claims for adjustment due to a change or error in an advertisement must be made by the Advertiser in writing to The Directories, Inc. no later than (10) working days from delivery of the publication. The Directories, Inc. shall have no liability to the Advertiser for claims tendered after such date.
- Q. If Advertiser has a preferred position ad, and that Advertiser incurs late fees, interest penalties, or is in default, then such Advertiser will forfeit their preferred position.
- R. Online services. The Directories, Inc. reserves the right to discontinue service upon nonpayment. The Directories, Inc. will not be held liable for technical difficulties, temporary interruption of service, or unsolicited/unwanted communication (spam).

S. ALL ADVERTISING CONTRACTS AND AD MATERIALS MUST BE RECEIVED BY THE MARCH 15, 2012 DEADLINE.