

8. Prepayment and Credit

All advertising shall be pre-paid. The effectiveness of this Agreement is subject to a satisfactory credit check on Advertiser or Advertising Agency. If credit is extended to Advertiser, payment in full is due ten (10) days net of the Newspaper's invoice. Delinquent accounts will be subject to suspension of credit and the Newspaper may withhold any scheduled advertising by Advertiser until all accounts are paid in full. All commercial accounts handled through Advertising Agencies are required to guarantee payment through their accounts. Amounts unpaid thirty (30) or more days after billing date are assessed a late charge of 1.5% per month (18% annual percent rate) and are subject to credit discontinuance without notice.

9. Payment and Collection for Advertising

In the event it becomes necessary for the Newspaper to institute proceeding against Advertiser or Advertising Agency for collection of amounts unpaid under the terms of this Agreement, the Newspaper may reject advertising copy and/or immediately cancel this Agreement and Advertiser and Advertising Agency agree to indemnify the Newspaper for all expenses incurred in connection with the collection of amounts payable under this Agreement, including court costs and attorneys' fees. If this Agreement is canceled due to Advertiser's failure to make timely payment, the Newspaper may rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.

10. Assignment and Subletting

Advertiser shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written permission of the Newspaper. Advertiser shall not sublet or resell any advertising space purchased under this Agreement.

11. Ownership and Retention of Rights

All advertising copy which represents the creative effort of the Newspaper and/or the utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of the Newspaper, including all rights of copyright therein and may not be sold, transferred or reused without prior written permission of the Newspaper.

12. No Sequential Liability

This Agreement renders void any statements concerning liability, which appear on correspondence from Agency/Advertiser. It is further agreed that the Newspaper does not accept advertising orders or space reservations claiming sequential liability.

13. Position Request

The Newspaper endeavors to grant all position requests, but does not guarantee such requests except upon application for guaranteed position which requires an additional charge of 25% for the cost of the advertisement. Guaranteed positions are limited. Adjustments will not be granted based on non-fulfillment of position request.

14. Force Majeure

In the event of flood, fire, strike or other emergency beyond the control of the parties which prevents performance of this Agreement by either party, the Agreement shall be suspended during the period(s) either party is unable to perform and the Agreement shall be extended for a like period of time. No liability shall arise between the parties by reason of such emergency suspension except for the obligation to extend the Agreement as set forth in this Agreement.

15. Taxes

In the event that any federal, state or local taxes are imposed on the printing of advertising material or on the sale of advertising space, such taxes shall be assumed and paid by Advertiser.

16. Resemblance of Editorial Matter

All Advertisements which, in the Newspaper's judgment, resemble news matter will have the word "Paid Advertisement" printed at the top of the advertisement.

17. Notice

Any notice by either party to the other party as required by the terms of this Agreement must be given in writing and shall be deemed given if sent by first class mail, postage prepaid, or if personally delivered to the party at the address set forth herein.

18. Entire Agreement

This Agreement constitutes the complete understanding of the parties and supersedes all prior agreements, understandings, negotiations and/or arrangements between the parties and cannot be amended except in writing and signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. Acceptance

This Agreement is subject to acceptance by the Newspaper.

Addendum Attached

Newspaper Multimedia Consultant Date

Newspaper Sales Manager Date

Newspaper VP of Advertising / VP of Interactive Media Date

Stephanie Rangel 1/8/2018
SIGNATURE Customer / Advertising Agency Date

Stephanie Rangel
PRINT Customer Name

Director
PRINT Customer Title

Elma Chamber of Commerce
Account Name

Account #

