



# Preprinted Insert Contract Rate 2006-2007 Academic Year

Local Open Rate.....\$56.00 Per Thousand\*

## Nine Month Contract Rates

3-6 Full Run Inserts.....\$51.00 Per Thousand

7-12 Full Run Inserts.....\$47.00 Per Thousand

13-25 Full Run Inserts.....\$43.00 Per Thousand

26 or More Full Run Inserts.....\$39.00 Per Thousand

\* For 16 or more pages add an additional \$5.00 per thousand

NOTE: The period covered by this agreement is from August 17, 2006 through April 27, 2007

I understand The Ball State Daily News contract terms on the reverse side and agree to abide by these terms.

Total insert runs contracted for \_\_\_\_\_ Rate \_\_\_\_\_  
Advertiser \_\_\_\_\_ Date \_\_\_\_\_

Accepted by (signature) \_\_\_\_\_  
Printed Name \_\_\_\_\_  
(Owner/Authorized Representative for advertiser)

Business Location \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Billing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

NOTE: This contract is not valid until approved by the Ball State Daily News advertising director.

Accepted By \_\_\_\_\_  
Daily News Account Representative

Approved By \_\_\_\_\_  
Daily News Advertising Director

(continued from other side)

## ADVERTISING CONTRACT

In consideration of:

- A. The placement of advertising in The Ball State Daily News (and/or its related publications);
- B. The services rendered by The Ball State Daily News personnel in processing and incorporating advertising in appropriate issues of The Ball State Daily News; and
- C. The Ball State Daily News publishing and distributing issues of the newspaper containing advertising copy;

The Advertiser named on the reverse side of this form hereby purchases and agrees to furnish advertising copy to The Ball State Daily News for the advertisements listed on the reverse. The Advertiser is entitled to the rate listed on the reverse. The Advertiser agrees to pay for such placement, services and distribution at that rate and according to the terms stated below.

## TERMS AND CONDITIONS

1. A new advertiser, as determined by the Daily News Credit Committee, agrees to pay in advance for all advertising. Credit will be extended only at the option of the Credit Committee. The Advertiser must submit a completed credit application before the Credit Committee will consider extending credit.

2. The Daily News Credit Committee reserves the right to require full payment in advance or to cancel credit privileges at any time on any account.

3. Invoices are mailed monthly for all advertising placed in the previous monthly period. Invoices are not sent for individual charges. One tearsheet of each advertisement is provided with the invoice unless other arrangements are made in advance. The Advertiser agrees that all bills are due and payable in full within 30 days from the date printed on the monthly statement.

4. A late payment penalty of 1.5 percent per month will be charged on bills more than 30 days past due, with a minimum charge on such an account of \$1 per month. The Advertiser agrees to pay a reasonable collection/attorney's fee on the balance due if it becomes necessary to place for collection any bill incurred under this contract.

5. If payment is not made in accordance with the above terms, The Ball State Daily News may refuse to insert further advertising and all bills immediately become due and payable.

6. If advertising under an annual volume contract is stopped by The Ball State Daily News for non-payment, the Advertiser agrees to forfeit all discounts earned and pay for all advertising previously run under the volume contract at the full open rate. If advertising under an annual volume contract is not stopped by The Ball State Daily News during the contract period, and if the Advertiser fails to use all space contracted for in the volume contract, the Advertiser agrees to pay the difference between the contract rate and the rate actually earned. (Example: If an advertiser contracts for a rate that is .30¢ lower per column inch than the rate actually achieved by the advertiser, the advertiser pays .30¢ per every column inch ran by the advertiser during the contract period.)

7. If any error in an advertisement is made by The Ball State Daily News, its liability shall only be for such portion of the entire cost of the advertisement as the Credit Committee shall determine by evaluating the extent of the error in relation to the entire advertisement.

8. The Ball State Daily News will not consider adjustment of payment for any advertisement involving typographical error or erroneous insertion unless notice is given to the Credit Committee within ten (10) days of receipt of the first monthly statement showing the charge in question. The Ball State Daily News shall not be held liable for more than one incorrect insertion of any advertisement.

already run, and the new rate shall be applicable for all subsequent advertising. The new rate is not retroactive. The contract period and termination date will not change.

9. At any time during the term of an annual volume contract, if the Advertiser desires to increase advertising space above that contracted for, the Advertiser shall have the option to sign a revised contract for an applicable lower rate. Such a revised contract will give the Advertiser credit for the volume of advertising

10. An annual volume contract shall become effective only upon approval or the Advertising Director of The Ball State Daily News.

11. The Ball State Daily News will make all reasonable effort to see that advertising is published as accepted, and that pre-printed inserts are distributed as ordered. However, The Ball State Daily News will not be liable for any consequential damages resulting from failure to do so.

12. Advertisers and Agencies forwarding insertion orders which contain incorrect rates or conditions are hereby advised that the advertising called for will be inserted and charged in accordance with the rates and terms of this contract and The Ball State Daily News Rate Card in effect at the time of publication. Failure to make an order correspond in price or terms will be regarded as a clerical error and the advertising will be inserted without further notification.

13. The Advertiser and/or Advertising Agency assume full and complete responsibility and liability for the content (including text representations, illustrations and copyrights) of all advertisements printed pursuant to this agreement, and shall indemnify and save The Ball State Daily News harmless against any demands, claims or liability. The Advertiser and/or Advertising Agency shall reimburse The Ball State Daily News for any amount paid by The Ball State Daily News in settlement of claims or in satisfaction of judgements obtained by reason of publication of such advertising copy together with all expenses in connection therewith, including, but not limited to, attorney's fees and costs of litigation.

14. All advertising is subject to acceptance by The Ball State Daily News, which reserves the right to reject copy at its sole discretion any time prior to publication. Page position is not sold or guaranteed, but may be requested.

15. Advertising cancelled after the deadline for publication is subject to a charge of half of the total cost of the order. The Ball State Daily News reserves the right to add to the cost of an advertisement any applicable production charges which may not be shown on the original Insertion Order.

16. The Ball State Daily News reserves the right to revise or reject any advertisements containing false or misleading statements. Items advertised for sale are expected to be available in sufficient quantities at the advertised price.

17. All terms, conditions and rates contained in The Ball State Daily News Rate Card in effect at the time of publication, copies of which may be obtained upon request, are incorporated herein by reference and made part of this contract.

18. This writing contains the entire agreement of the parties. No agreements, conditions or representations, verbal or otherwise, have been made to either party that are not contained in this contract.