



## ADVERTISING TERMS AND AGREEMENTS

Please keep this page for your records.

### TERMS:

The signed Purchaser agrees that the information provided on this form is true and correct and agrees that the run date and ad information is in accordance with their advertising needs. (See page 1 of this document) Weekly invoices with tear sheets of the actual ad or monthly statements are provided at time of advertising and represent billing document when applicable (i.e. established credit accounts). Accounts without pre-approved credit application must be paid in full when placed. For 2nd, 3rd, etc. insertions that are governed by a Contract for multiple issues, payment is due by the first ad deadline for each issue.

Advertisers who order advertisements at Discount Contract Rates understand and agree that placing an order creates a binding obligation and Contract to pay for all advertisements.

Advertising rates may change without notice. A Contract for advertising in two or more issues ensures that the Advertiser's rate for that ad will not change for the duration of the Contract, providing that advertiser has fulfilled the terms of the Contract.

If payment for any amount due The Knoxville Focus is not made according to the terms of this Contract, The Knoxville Focus reserves the right, without waiving any other rights, to refuse to accept any further advertising until all past-due payments are made. Advertiser further understands and agrees to pay all costs, reasonable attorney's fees and interest on the balance due at the then current highest legal rate incurred by The Knoxville Focus to collect any amount due.

Advertiser understands and agrees that The Knoxville Focus will run Advertiser's most recent copy and art if The Knoxville Focus receives no new copy or art by the ad deadline for each issue.

### WARRANTIES:

Advertiser warrants that all advertising purchased under this Agreement is specifically for the regular business of the Advertiser.

Advertiser further warrants that all advertising submitted is true and contains no falsities to the best of the Advertiser's knowledge.

The Knoxville Focus's liability is limited to the price of the ad. Advertiser will hold Nexus harmless from and indemnify The Knoxville Focus for any costs whatsoever incurred through the placement of Advertiser's ad.

### TERMINATION:

Advertiser and Knoxville Focus Newspaper may terminate this Con-

tract by giving prior written notice before the ad deadline for each issue. If the Advertiser chooses to terminate this Agreement, Advertiser will be charged a \$50 administrative fee and will further be charged for all previous advertising under this Contract at a rate corresponding to the number of times the ad was placed and paid for; e.g. when a six time contract is terminated after three runs of the ad, the three-time rate would apply.

### GENERAL TERMS:

All copy submitted for advertising must be typewritten and double-spaced. The Knoxville Focus will not be responsible for mistakes resulting from handwritten copy, nor will The Knoxville Focus be responsible for color matching unless a proof of a color ad is submitted. Any change an Advertiser makes must be submitted in writing by the ad deadline for the issue in which the change is to appear.

Any waiver by The Knoxville Focus Newspaper of any breach of any of the terms of this contract shall not constitute a waiver of any subsequent breach of the same terms or any other terms of this Contract. This Contract is subject to the laws of the State of Tennessee, USA, without regard to conflict of law principles, and the parties understand and agree that any and all disputes must be within the exclusive jurisdiction of the State Courts in Knox County, Tennessee, and Federal Courts in Tennessee and the parties hereby consent to such jurisdiction and venue.

If any provision of this contract is deemed void or unenforceable then all other provisions of this Contract shall remain in full force and effect. Advertiser may not assign this Contract without prior written permission of The Knoxville Focus.

The Knoxville Focus reserves the right to make the judgment that any copy should be edited, canceled or rejected and reserves the right to refuse any or all advertising we deem inappropriate or unacceptable by Company standards. The Knoxville Focus will make every effort to provide acceptable advertising but will not be liable for advertising omitted through error or because of mechanical impossibility to run the advertisement. The Knoxville Focus is not responsible for any errors in an advertisement if not corrected within 3 days of the ad first appearing in print. The Knoxville Focus is not responsible or liable whatsoever for any claim made by an ad or for any of the services, products or opportunities offered by our advertisers. We do not endorse or promote the purchase or sale of any product, service, company or individual that chooses to advertise in The Knoxville Focus.

Political Advertising must be paid in full when placed and must comply with all applicable state and federal laws and advertising regulations.