

## ADVERTISING POLICIES

### GENERAL

- Publisher reserves the right, at its absolute discretion and at any time, to reject any advertising copy, whether or not it has been previously acknowledged and or published.
- Failure to publish copy as ordered, or material typographical errors by Publisher shall entitle advertiser to credit for actual space of error published, which credit shall be the sole remedy to advertiser. IN NO EVENT SHALL PUBLISHER BE LIABLE TO ADVERTISER, AGENCY OR ANY OTHER PARTIES FOR ANY FURTHER DAMAGES OF ANY KIND ARISING FROM ADVERTISER'S PLACEMENT OF ADVERTISING, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.
- Advertiser shall indemnify and save Publisher harmless from any loss or expense, including reasonable attorney fees, resulting from all claims or suits based on the contents of the copy submitted to Publisher and published.
- The words "Paid Advertisement" will be placed with copy which in Publisher's opinion resembles editorial matter.
- All ads must be bordered in at least a one point rule.
- All restrictions, including without limitation, positioning, separations, facings, editorial adjacencies or other stipulations are at the sole discretion of Publisher. Placement in the paper is not guaranteed except as noted on page 3 and page 11.
- The make-up and composition of News advertising and News content is the sole property of The Ann Arbor News and may not be reproduced without our expressed permission.
- No space may be used or re-sold by the advertiser for the promotion, either directly or indirectly, of any business organization or enterprise other than one conducted by the advertiser.
- The terms and conditions shown on this rate card shall govern the relationship between the Publisher and advertisers. Unless expressly agreed to in writing by Publisher, no other terms or conditions in contracts, orders, copy, instructions or otherwise will be binding on Publisher.
- Publisher does not guarantee any given level of circulation or readership.
- Advertiser and Agency recognize that the copyright in any advertisements created by Publisher is owned by Publisher. As to all other advertisements, Advertiser and Agency agree that Publisher has the non-exclusive right, for the full term of copyright, by itself or through third parties, to republish and re-use any advertisements submitted in any form in which the advertisements may be published or used (in any media now in existence or hereafter developed) in whole or in any part, whether or not combined with material of others.
- All issues relating to advertising will be governed by the laws of the State of Michigan. Any action based on or alleging a breach of this rate card must be commenced in a state or federal court in the State of Michigan.

### RATES

- Publisher reserves the right to revise the rates listed herein at any time upon 30 days written notice.
- Publisher option: Advertiser may submit camera ready material that will be published on a standby basis. There is a 50% discount on such ads.
- Orders which contain rates which vary from the rates listed herein shall not be binding on Publisher and may be inserted and charged for at the actual schedule of rates.

### TERMS

- All local rates are non-commissionable.
- Payment is due on the 15th day of the month following that in which advertising is published.
- For billing inquiries, please call (734) 994-6930.

### CONTRACTS

- Advertising contracts shall cover only advertising of firm signing the contract or its subsidiaries.
- Contract rates apply only if contract agreement is signed within 30 days of the first insertion.
- Contracts are not subject to rebates, however, they may be re-signed for greater or less commitment at any time. If contract is for less space, a rate adjustment (short rate) charge will be made.
- In the event a) Advertiser uses or pays for less advertising than that agreed upon or the Advertiser or Agency otherwise breaches the terms of this rate card, or b) if at any time Publisher in its reasonable judgment determines that Advertiser is not likely to have published the total amount of advertising specified herein during the term of the agreement, any rate discount will be retroactively nullified and Advertiser and Agency will be charged the difference between the rates charged and the rates applicable for the volume of space actually used and paid for, in accordance with Publisher's applicable rate schedules ("short-rate"). In such event, Advertiser and Agency must reimburse Publisher for the short-rate within ten days of Publisher's invoice therefor and Advertiser will thereafter pay for advertising at the open rate or at the newly-determined rate(s) (as applicable).
- Preprint inches and color charges count toward R.O.P. contract fulfillment.
- In the event copy is not furnished as contracted for, The Ann Arbor News reserves the right to repeat the last regular order and/or charge advertiser for minimum of inches required under the contract, said charge to be paid for by advertiser at contract rate.
- Fulfilled annual Display Contracts self-renew at the end of the contract period unless the Publisher is notified to the contrary in writing by the advertiser.

### CREDIT

- All advertisements are sold on cash-in-advance basis unless credit approval has been granted by the Credit Manager.
- All political and going-out-of-business advertising must be paid in advance.
- The Ann Arbor News does not recognize "sequential liability"

## CIRCULATION

Covering all of Washtenaw County and parts of Livingston, Lenawee and Wayne Counties. 12/31/05 Publisher's Statement, Subject to audit by ABC Audit .

The Ann Arbor News Daily	50,580	The Ann Arbor News Sunday	64,760
Ypsilanti Community News/Food, Fun & Fitness	58,600		
Livingston Community News	54,000		