

Annual Advertising Contract

In consideration of the rates associated with the Annual Investment Level and Contract Programs chosen below, Advertiser agrees to purchase and pay for advertising and other products/services from The Sacramento Bee (Publisher), a division of McClatchy Newspapers, Inc., in accordance with the terms and conditions in this contract, in the Rate Cards (or, if applicable, Proposal) and in the General Information Booklet, all as now in effect or as amended at any time (Contract). All such annual purchases, excluding Pass Through Expenditures, ("Net Billings") will contribute towards meeting the Annual Investment Level.

Annual Investment Level: \$ _____ Primary Rate Card: _____

Contract Program(s): _____ Contract Program(s) Effective Date: _____

If upon the Annual Renewal Date, Advertiser's Net Billings do not equal or exceed the Annual Investment Level and/or Advertiser does not meet the Contract Program requirements, then Advertiser agrees to additionally pay Publisher the difference between the Contract rates and the rates Advertiser actually earned ("Rebilled Amount"). The Rebilled Amount shall not count towards fulfillment of any subsequent contract periods. This obligation shall survive the termination of this Contract.

If Advertiser has fulfilled all requirements of this Contract, Contract shall continue in full force and effect from year-to-year from the Effective Date, unless either party notifies the other in writing of its election to terminate at least 30 days prior to the Annual Renewal Date.

Publisher may revise its terms and conditions, Rate Cards or other requirements addressed in the General Information Booklet at any time upon 30 days written notice to Advertiser. Advertiser may, without being subject to Rebilled Amount, cancel this Contract by written notice within 30 days of receipt of such changes. If Advertiser does not cancel the Contract within those 30 days, the Advertiser shall be deemed to have accepted the changes.

The content, format, position and location of all advertising are subject to the approval of the Publisher. Publisher reserves the right to edit, classify or reject any part or all advertising determined in Publisher's sole discretion not to be in the best interest of the Publisher. Publisher's liability for all damages resulting from any omissions or errors is limited to the amount actually paid by Advertiser for the specific advertisement or other products/services at issue. All claims for omissions or errors must be made within 30 days of the publication date. Claims will only be allowed for the cost of the first day of the omission or error and excludes all claims due to failure to publish advertisement. **ADVERTISER EXPRESSLY WAIVES AND RELEASES PUBLISHER FROM ANY AND ALL LIABILITY FOR INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST PROFITS OR BUSINESS).**

Invoices are due and payable within 30 days of invoice date. Delinquent accounts are subject to suspension of credit privileges without notice; suspension or cancellation of advertising, products and/or services; or termination of this Contract.

Except as to matters specifically superseded by Addenda, all terms and conditions in the current Rate Cards and in the General Information Booklet shall apply as if written herein and shall be incorporated herein by reference. This Contract constitutes the entire agreement of the parties with regard to the subject matter hereof, and supersedes any and all prior oral and/or written agreements regarding the same subject matter hereof. No modification, alteration or addition to these terms shall be enforceable unless expressly accepted in writing by Publisher. This Contract may be executed in two or more counterparts, each of which will be an original, and all of which together will be one and the same agreement. Fax signatures will have the same effect as original signatures.

Advertiser agrees to indemnify and hold Publisher harmless against all loss, damage, expense, claims, liability or injury, including attorneys fees and costs, sustained by Publisher relating to advertising, products or services provided to Advertiser including, but not limited to, any claims for slander, libel, infringement of any intellectual property right, and illegal or unfair competition or trade practice. This provision shall survive termination of this Contract.

This Contract is subject to written acceptance by Publisher. Publisher may reject this Contract for any reason, including without limitation, Advertiser's failure to submit a fully executed contract within thirty days of the Effective Date. Each party warrants the individual signing this Contract is duly authorized to sign and enter into the Contract. Agency represents and warrants, if Advertiser is not executing this Contract, that it is expressly authorized to enter into this Contract on behalf of Advertiser and itself. Agency agrees to be jointly and severally liable for Contract obligations of Advertiser. Advertiser acknowledges receipt of and agrees to the complete terms and conditions in the Rate Cards (or Proposal) and General Information Booklet and, if applicable, Addenda.

Effective Date _____ First Annual Renewal Date _____

Advertiser (Name of Business) _____

Type of Addenda Attached (if applicable) _____

Printed Name of Authorized Representative _____ Title _____

Primary Account Manager _____ Phone _____

Signature of Authorized Representative _____ Date Signed _____

Accepted for Publisher,
The Sacramento Bee
2100 Q Street • Sacramento, CA 95816 • 916-321-1000

Address _____

City _____ State _____ Zip _____

Publisher's Authorized Representative _____ Date Signed _____

Phone Number _____ Fax _____ E-mail _____

<i>The following customer account numbers will fulfill this Contract (attach an Exhibit A for multiple account numbers):</i>	

