

# CITY NEWS GROUP, INC. – BASIC TERMS AND CONDITIONS

## 1. Definitions

"Advertiser" means the offeror identified on the front hereof; (b) "Ad" means the specific art work identified by offeror; (c) "Publisher" means City News Group, Inc., its respective agents, employees and affiliates; (d) "Columns" means the numbers of vertical columns in the newspaper and resembles the width of the ad; and (e) "Inches" means the height of the ad; (f) "Client Content" means content Advertiser, or any person(s) authorized by you or using your password, supplies to us, posts, or asks us to use in your Ads.

## 2. Offer

By signing Agreement you authorize us to publish the Ads listed in this Agreement in the applicable Publications and/or Electronic Platform, and to provide the Services listed in this Agreement. The advertiser does hereby request advertising space as such the space is reserved whether or not the space is utilized. Should the advertiser not provide artwork in the appropriate format advertiser is aware charges will still apply.

## 3. Acceptance

Advertiser has read the enclosed Basic Terms and Conditions and understands that this Agreement shall be legally binding between City News Group, Inc. and the Advertiser upon written acceptance by Publisher and shall constitute a valid and binding Agreement. This agreement may be executed and delivered by facsimile or electronically and a facsimile or electronic signature shall be treated as an original. City News Group, Inc.'s imaged copy of this Agreement will be deemed a duplicate original for evidentiary purposes. Advertisement is accepted by City News Group, Inc. with the understanding that the advertiser is ultimately responsible and liable for and will indemnify City News Group, Inc. against any and all litigation.

## 4. Payment Terms

Payment through the end of the current calendar month is due at time of signing. The remaining balance is due and payable in advance, on the first day of the month, prior to advertising services being rendered. Payment is accepted in US dollars. Payment is also accepted in checks made payable to "CITY NEWS GROUP, INC." or any valid Fictitious Business Name on file. You agree not to include any limiting endorsement on a check or other form of payment, and we may cash a check containing a limiting endorsement or accompanied by any limiting instruction without affecting your obligations or our rights. You may also pay by credit card. If you pay by credit card, you agree to allow us to bill the card automatically at the start of each billing period. All advertising rates shown are non-commissionable, except as noted.

**PAYABLE TO:**  
 City News Group, Inc.  
 22797 Barton Road  
 Grand Terrace, CA 92313

**QUESTIONS?**  
 Please contact us at:  
 Tel: 909.370.1200  
 Fax: 909.825.1116  
 Website:  
[www.citynewsgroup.com](http://www.citynewsgroup.com)

## 5. Payment Default

If Advertiser fails to make any payments as contemplated herein, Advertiser shall be deemed in default, and City News Group, Inc. shall have the right to collect the full amount set forth. Accounts more than 25 days past due will be charged a 1.5 percent service charge per month. This is per annum rate of 18 percent. If you submit a check or draft that is dishonored for any reason, you agree to pay, in addition to the face amount of the check or draft, a service fee in an amount equal to the highest lawful amount. Advertiser shall remain liable for the full balance under the terms of the Agreement together with all costs of collection including, but not limited to, all reasonable attorneys' fees, court costs and interest. If space is not used or payment is not made as agreed, Publisher may refuse to insert further advertising. In the event of default by Advertiser, City News Group, Inc. shall have the right, but not the obligation, to issue the advertising space to another Advertiser without in any way releasing said Advertiser from any liability hereunder. In the event City News Group, Inc. is able to resell the advertising space, City News Group, Inc. at its discretion may reimburse advertiser.

## 6. Agreement

All advertising used under the terms of this agreement must be used exclusively for the advertiser's own business. It is understood that any artwork provided by City News Group, Inc. is an accommodation and is the property of City News Group, Inc. Publisher reserves the right to reject or cancel any advertisements at any time. City News Group, Inc. does not accept ads that promote discrimination on the basis of race, creed, color, sex or sexual orientation; nor ads that promote products or services illegal in the State of California. Publication of questionable ads is the decision of City News Group, Inc. All advertising set to simulate editorial or political content will be labeled "Paid Advertisement." City News Group, Inc. reserves the right to interpret this agreement and to adopt further regulations as may be deemed necessary by it for the general success of the newspaper(s).

## 7. Advertising Content, Publishing & Distribution

Publisher makes every attempt to accommodate position requests but does not guarantee position within any Publication or Electronic Platform. City News Group, Inc. reserves the sole right to determine (and may change at any time without notice to Advertiser) the design, content, size, geographic coverage, distribution, and appearance of, and the types of advertising offered in, our Publications, our Electronic Platform, and Services and how, where, how many, when, and whether they are published, distributed, reissued, or displayed. We may reject all or any portion of Ads or Services at any time and for any reason (even if previously approved). If rejected, we will, as our sole obligation, refund any advance payments for that Ad or Service. If we receive allegations of copyright or trademark infringement, we may remove the disputed content immediately. Should the newspaper fail to publish an advertisement, the newspaper will publish the advertisement in the next available issue. Advertiser agrees that City News Group, Inc. will not be liable for any loss or damage as a result of this omission.

## 8. Proofs

City News Group, Inc. does provide proofs as a tool for communication and does not guarantee that we will provide you with proofs prior to actual placement of your Advertisement. If we do provide proofs in time for modifications, you must notify us in writing of any changes/errors before the

deadline. Otherwise, we will publish the Ad or perform the Service as shown and no adjustment will be made. Written confirmation of modifications or corrections must be received before deadline. Copy and space reservation deadline is 9 a.m. on the Monday prior to publication. Colors, contrast, photos, font, graphics, and other features may appear differently in the published product and no adjustments will be made for those differences. The Publisher will assume no financial responsibility for typographical errors or for omission of copy. Should the newspaper fail to publish an advertisement, the newspaper will publish the advertisement in the next available issue. Publisher is not responsible for modifications or corrections given over the telephone.

## 9. Indemnification

Advertiser shall indemnify and hold harmless City News Group, Inc., and their respective directors, officers, employees, agents, and independent contractors, from and against any and all claims, causes of action, damages or costs (including reasonable attorneys' fees) to the extent resulting from the actual or alleged negligence, any suits for the violation of right to privacy, plagiarism, copyright infringement, misconduct or breach of warranty or covenant and all claims in connection with the advertisements referred to in this contract and assumes liability for all the content of advertisements printed and for any claim arising from there made against City News Group, Inc. The foregoing indemnification obligations will survive any termination of this Agreement.

## 10. Entire Agreement

The terms of this agreement may not be modified, except by written Agreement, signed by both parties. If both parties are not able to sign additional agreement outlining modifications, an email in which both parties show their acceptance of the revised terms will serve as said required document. Modifications acceptable to be made via e-mail include: ad size increase, addition/removal of color, change of city/cities of publication, or special billing requests.

## 11. Agreement Modifications

If the advertiser wishes to run a larger ad during the contract period, the advertiser will be eligible for further discounted rates. City News Group, Inc. reserves the right to revise advertising rates upon 30 days notice to contract advertisers. In the event of such revision, the advertiser may, if he chooses, cancel any agreement then in effect, without penalty, by giving written notice prior to the effective date of the new rates.

## 12. Force Majeure

City News Group, Inc. is not liable for delays in delivery and/or non-delivery as the result of an Act of God, action by any government or quasi-government entity, fire, flood, insurrection, riot, explosion, embargo, strikes, whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition beyond the reasonable control of City News Group, Inc. affecting the production or delivery in any manner.

## 13. Severability

If any term of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement shall be binding upon the heir and successors of the parties here in.

## 14. Notices

Any notice required under this Agreement will be in writing and sent via United States Postal Service to City News Group, Inc., 22797 Barton Rd, Grand Terrace, CA 92313. Receipt of notice is deemed upon actual receipt. Notice to Advertiser shall be delivered to the mailing address found on the front of the contract.

## 15. Governing Law and Jurisdiction

You agree that this Agreement will be governed by and construed in accordance with, and all matters relating to or arising under this Agreement will be governed by, California law without reference to the laws relating to conflicts of laws. Jurisdiction for all claims and disputes regarding this Agreement is proper in San Bernardino, California.

## 16. Waiver

Except as otherwise set forth in this Agreement, neither Advertiser nor City News Group, Inc. will lose any of their rights under this Agreement, even if Advertiser nor City News Group, Inc. do not enforce a right or delay in enforcing a right.

## 17. Client's Representations

Advertiser represents and warrants that: (i) Advertiser has the unrestricted right to use, and to grant the licenses you grant in this Agreement with respect to, all Client Content and that your licensing of Client Content to us will not infringe any third party copyright or trademark rights. You grant us a perpetual, royalty-free, sublicensable, non-exclusive right and license to use, copy, record, modify, display, publish, publicly perform, distribute (in any form or media), transmit by any means, and create derivative works from the Client Content in, and for the marketing and sale of, our products and services.

## 18. Waiver of Class Action and Jury Trial and Consent to Binding Arbitration

In any legal proceeding relating to this Agreement, the parties agree to waive any right they may have to participate in any class, group, or representative proceeding and to waive any right they may have to a trial by jury. Parties agree to binding arbitration under the Commercial Rules of the American Arbitration Association.

## 19. Attorneys' Fees

If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgement or order thereby obtained.

AE (Printed Name): \_\_\_\_\_

Signature: \_\_\_\_\_

For office use only:

Inv. # \_\_\_\_\_

Entered by: \_\_\_\_\_