

1. **COLOR.** Colors other than black will be run on an "as available" basis only. Color choice may be limited. If color is not run, Customer will pay the rate indicated on the face hereof, less the charge for color. Publisher does not guarantee the accuracy or quality of color.

2. **LATE COPY.** Customer's failure to provide ad text copy prior to the indicated deadline may result in Publisher not being able to run the ad. Since Customer is purchasing reserved ad space, Customer shall be responsible for paying for the ad in any event. If Customer fails to provide ad copy in a timely manner, Publisher may, at Publisher's sole discretion, substitute and print an ad previously run by Customer.

3. **AD PLACEMENT.** Placement and location of ads is up to the sole discretion of Publisher. Publisher shall have no liability for inability to accommodate Customer requests.

4. **CUSTOM TYPESETTING.** Publisher reserves the right to charge extra for intricate layouts and other custom typesetting.

5. **REJECTION RIGHT.** Publisher reserves the right to censor, reject, alter or refuse any ad copy in its sole discretion, and if Customer fails to timely alter such copy to the satisfaction of Publisher, the disapproved ad shall not be run.

6. **IDENTIFICATION.** Any advertising copy resembling news matter or advertisements in cartoon technique or comic strip form must carry the word "advertisement."

7. **COLLECTION AND PERSONAL GUARANTEE.** Customer agrees to pay all Publisher's costs required to collect past due accounts related to this contract and as set forth in Section 10. Further, independent of the Customer, the signer personally guarantees contracted amounts and related charges will be paid in full, as set forth in Section 10.

8. **PAYMENTS.** Customer agrees that all charges shall be paid in full within 30 days of the date of Publisher's invoice. A service charge of 1.5% per month shall be assessed on all past due accounts.

9. **CUSTOMER'S WARRANTY.** Customer represents and warrants that the publication by publisher of materials provided by Customer shall not constitute defamation or infringe upon the copy right, trademark, proprietary, or other intellectual property rights of any third party.

10. **DEFAULT.** Customer is in default if Customer fails to make any payments under this Agreement on or before the due date, time being of the essence hereof, or if Customer should file or there should be filed against Customer a proceeding under any bankruptcy or similar law or a proceeding seeking the appointment of a receiver or provisional process. In the event of default by Customer, Publisher shall have the following rights without notice to or demand on Customer: 10.1 Publisher may temporarily or permanently discontinue the printing of further ads for Customer. 10.2 Customer shall be obligated to pay the standard monthly rate indicated on the face of this Agreement and shall lose the benefit of any discounted rate for any month in which its ad was or is printed, and if Publisher discontinues printing Customer's ad, Customer shall pay 50% of the standard monthly rate for each of the months remaining in the term of this Agreement in which the ad is not printed, subsequent to Customer's default. All of said sums shall be immediately due and payable, and Publisher may sue to recover all the same. 10.3 Publisher may exercise any other rights or remedies available under the laws of the State of Oregon, and shall not be required to elect among its rights or remedies except as required by law.

11. **EARLY CANCELLATION.** CUSTOMER MAY CANCEL THIS AGREEMENT PRIOR TO ITS NORMAL TERM INDICATED ON THE FACE HEREOF; HOWEVER, IN SUCH EVENT, CUSTOMER SHALL BE RESPONSIBLE TO PAY THE STANDARD MONTHLY RATE, LOSE THE

EXTENDED TERM DISCOUNT FOR ALL MONTHS IN WHICH THE AD APPEARED, AND 50% OF THE STANDARD MONTHLY RATE FOR THE REMAINDER OF THE TERM OR THE AGREEMENT FOR MONTHS IN WHICH THE AD DOES NOT APPEAR. CANCELLATION MUST BE IN WRITING AND BE ACCOMPANIED BY PAYMENT FOR THE TOTAL AMOUNT DUE. CANCELLATIONS FOR THE NEXT ISSUE MUST BE RECEIVED 14 DAYS IN ADVANCE OF PUBLICATION.

12. **ERRORS AND OMISSIONS BY PUBLISHER.** PUBLISHER SHALL HAVE NO LIABILITY FOR NONMATERIAL ERRORS OR OMISSIONS. IN THE EVENT OF MATERIAL ERRORS OR OMISSIONS IN AD COPY PRINTED BY PUBLISHER, OR IF PUBLISHER FAILS TO PRINT AN AD, PUBLISHER'S SOLE LIABILITY AND THE SOLE REMEDY OF CUSTOMER FOR SUCH ERROR SHALL BE CREDIT NOT EXCEEDING THE COST OF THE AD IN WHICH THE ERROR OR OMISSION OCCURRED. NO ERROR OR OMISSION AND SUBSEQUENT CREDIT SHALL RELIEVE CUSTOMER FROM THE BALANCE OF HIS ADVERTISING OBLIGATION UNDER THIS CONTRACT. PUBLISHER SHALL NOT IN ANY CASE BE LIABLE FOR PUBLISHED ERRORS RESULTING FROM ERRORS IN AD COPY PROVIDED BY CUSTOMER OR FOR ERRORS IN ADS APPROVED BY CUSTOMER. PUBLISHER SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR FOR LOST PROFITS OR REVENUE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ERRORS AND OMISSIONS IS SET FORTH IN THIS SECTION. THIS AGREEMENT DEFINES A MUTUALLY AGREED UPON ALLOCATION OF RISK AND PUBLISHER'S CHARGES REFLECT SUCH ALLOCATION OR RISK.

13.A. **INDEMNIFICATION.** Customer agrees to defend, indemnify and hold Publisher harmless from any and all losses, claims, damages, liabilities, obligations and expenses (including reasonable attorney's fees and costs of litigation) arising out of or relating to the advertising copy submitted, printed and published pursuant to this Agreement, or Customer's breach of this agreement or any warranty set forth herein.

13.B. **WAIVER OF ENFORCEMENT.** Publisher may waive, without notice to Customer, enforcement of provisions under this agreement on one or more occasions without forfeiting Publisher's right to subsequently enforce that provision.

14. **CHOICE OF LAW.** This contract shall be governed by and construed under the laws of the State of Oregon. Jurisdiction for the resolution of any disputes shall be in the State of Oregon with venue in Multnomah County.

15. **BENEFIT.** Subject to the provisions herein restricting assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

16. **ATTORNEY'S FEES.** In the event the services of an attorney at law are necessary to enforce any of the terms of this agreement or to resolve any disputes arising under this Agreement, the prevailing party shall be entitled to recover its attorney's fees from the losing party as determined by the appropriate trial, appellate or bankruptcy court or on a petition for review.

17. **AMENDMENT.** This Agreement may not be amended orally, but only by instrument in writing duly executed by all parties hereto.

18. **ASSIGNMENT.** Customer cannot assign its rights or obligations under this Agreement without the prior written consent of Publisher.

19. **COMPLETE AGREEMENT.** THIS AGREEMENT SETS FORTH THE ENTIRE UNDERSTANDING OF THE PARTIES HERETO WITH RESPECT TO THE MATTERS PROVIDED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS, COVENANTS, ARRANGEMENTS, COMMUNICATIONS, REPRESENTATIONS OR WARRANTIES, WHETHER ORAL OR WRITTEN BY ANY OF THE PARTIES OR BY ANY OFFICERS, EMPLOYEES OR REPRESENTATIVES OF ANY PARTY.