

**RATE CARD TERMS AND CONDITIONS**

The following sets forth the terms and conditions under which advertisements may be published in the Press-Register ("Publisher") by advertisers ("Advertiser") and/or, if applicable, and advertisement agency ("Agency"):

1. Publisher reserves the right to revise its rates by providing notice 30 days in advance to Advertiser or by general issuance of a notification of such a change such as by a rate sheet or rate change announcement.
2. All advertisements sold on a cash-in-advance basis unless credit has been approved by Publisher. Payment for advertising shall be made on or before the 25th day of the month following that in which advertising is published. Publisher may at its option require cash with order or change the payment terms. If payment is made by an Agency, allowable commissions may be deducted. If any bill is not paid by its due date, Publisher will impose a late fee of 1.5% per month and/or commissions shall be deemed not earned and the gross amount of the bill shall be paid in full.
3. Advertiser and Agency shall be jointly and severally liable for the payment of all bills and charges made. Advertiser authorizes Publisher, at its election, to tender any bill to Agency, and such tender shall constitute due notice to Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Payment by Advertiser to Agency shall not discharge Advertiser's liability to Publisher. The rights of Publisher shall in no way be affected by any dispute or claim between Advertiser and Agency.
4. Advertiser and Agency represent and warrant that they are authorized to publish the entire contents and subject matter of the advertisements, and that publication by Publisher will not violate the personal or proprietary rights of any third party or any law or regulation. Advertiser and Agency will indemnify and hold Publisher harmless from and against any loss, expense, or liability (including Attorney's fees) resulting from claims or suits based upon the advertisements without limitation.
5. Subject to the terms hereof, if advertising is submitted by an Agency, Agency represents that Advertiser has appointed Agency to be its authorized representative with the understanding that, in accordance with trade usage, Agency may be paid a commission. Advertiser shall have the right to revoke its agency at any time effective upon receipt by Publisher of notice in writing.
6. Publisher reserves the right, at its absolute discretion and at any time, to reject any advertising copy, whether or not the same has already been acknowledged and/or previously published. The rejection of copy by the Publisher, for any reason whatsoever, shall not be considered a breach of contract, but shall require Advertiser and/or Agency to supply new copy acceptable to the Publisher. Advertisements that simulate editorial content must be clearly labeled "ADVERTISEMENT" and Publisher may in its sole discretion, so label such copy.
7. In the event a volume of advertising less than the agreed is used and paid for or the Advertiser or Agency otherwise breaches the terms of this rate card, any rate discount will be nullified and Advertiser and/or Agency will be charged the difference between the rates charged and the rates applicable for the volume of space actually used, in accordance with the 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 therefore and Advertiser will thereafter pay for advertising at the open rate or at the newly-determined rate(s) (as applicable).
8. Publisher, at its option, may terminate its relationship with Advertiser and/or Agency for the breach of any of the terms hereof, it being specifically understood without limitation that failure on the part of either Advertiser or Agency to pay each bill on or before its due date shall constitute a breach. If Publisher terminates its relationship with Advertiser and/or Agency, all charges incurred together with short-rate charges shall be immediately due and payable. Furthermore, in the event Advertiser or Agency breaches, Publisher may decide to exercise its right to (a) cancel its recognition of Agency, thereby causing agency to lose any claim to commissions for any future advertising placed with Publisher on behalf of Advertiser or any other client and/or (b) refuse to publish any or all of Advertiser's advertising.
9. Any bill tendered by Publisher shall be conclusive as to the correctness of the item therein set forth and shall constitute an account stated unless written objection is made thereto within ten days from the rendering thereof.
10. The Advertiser or Agency may not use any space for the advertisement either directly or indirectly of any business organization, enterprise, product, or service other than that for which the advertising space is provided by Publisher, nor may Advertiser or Agency authorize any others to use any advertising space.
11. Orders containing restrictions, or specifying position, facing, editorial adjacency, or other requirements may be accepted and inserted but such restrictions or specifications are at Publisher's sole discretion.
12. If it becomes necessary to place with an attorney for collection any claim for funds due under the terms of this agreement, then Advertiser and Agency agree to pay to Publisher a reasonable attorney's fee of twenty-five (25) percent of the balance then unpaid.
13. Typographical errors by Publisher in published advertisements shall not constitute a breach of contract, but shall, if brought to the Publisher's attention no later than 5 working days after the advertisement appears, entitle Advertiser to credit for actual space of error on the first insertion only, unless a proof of the advertisement was furnished to or by the Publisher, in which event Advertiser and/or Agency shall accept full responsibility.
14. Publisher's liability for failure to publish an advertisement shall not exceed a refund of or credit for Publisher's charge for such advertisement.
15. Advertiser or 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 reuse any advertisements submitted hereunder 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.
16. Classified Employment advertising is sold in combination with the Mississippi Press. Separate prices are available upon request.
17. The foregoing terms, as well as the terms contained elsewhere in this rate card and in Advertiser's contract with Publisher, shall govern the relationship between Publisher and Advertiser and Agency. Publisher has not made any representations to Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing signed by Publisher, no other terms and conditions in insertion orders, copy instruction, letters, or otherwise will be binding on Publisher.
18. Employment advertising is sold in combination with an online listing in Alabama Live. Separate prices are available on request.
19. For real estate, auto and other classified categories a value-added online listing in Alabama Live may be provided without additional charge, at the discretion of the Press-Register.

# PRESS REGISTER

401 N. Water Street • Mobile, AL 36602

**CLASSIFIED EMPLOYMENT RATE CARD • EFFECTIVE MARCH 1, 2008**

President & Publisher: W. Howard Bronson, Jr.

Advertising Director: Larry Wooley

Classified Advertising Manager: Britt Pickett

Classified Call Center Manager: Ann Nash

**OPEN RATE**

Daily.....	\$61.05
Sunday.....	\$68.21

**BASE CONTRACT RATE**

Daily.....	\$37.41
Sunday.....	\$42.79

**NET CONTRACT RATES**

Volume space to be used in 12 months. The following rates are shown net of monthly payment discounts. Payment is due by the 25th of the month following publication or discount is forfeited and rate returns to base contract rate.

Bulk Rate Bracket	Discount Percent	Daily Sat. or Hol. Net Rate	Sunday Net Rate
80" Min.	13%	\$32.55	\$37.23
170" Min.	14%	\$32.17	\$36.80
420" Min.	15%	\$31.80	\$36.37
830" Min.	16%	\$31.42	\$35.94
1500" Min.	17%	\$31.05	\$35.52
2500" Min.	18%	\$30.68	\$35.09
5000" Min.	20%	\$29.93	\$34.23
10,000" Min.	21%	\$29.55	\$33.80
17,500" Min.	23%	\$28.81	\$32.95
28,330" Min.	25%	\$28.06	\$32.09
40,000" Min.	27%	\$27.31	\$31.24
51,670" Min.	30%	\$26.19	\$29.95

**COLOR PREMIUMS**

b/w 1c **\$597.00**      b/w 3c **\$836.00**

- Advertisers who commit to and run 52 or more 4-Color ads in a 12 month period will be charged the 1-Color rate for all 4-Color ads. \$597.00 per day.
- Advertisers who commit to and run 365 days of consecutive color ads will be charged \$173.00 for 1-Color ads per day and \$288.00 for 4-Color ads per day.

**PICK-UP DISCOUNTS**

**All Discounts Off Base Contract Rates**

- Ads picked up within 7 days receive 20% off base contract rate.
- Ads picked up within 7 day period and run on Monday receive 35% off Monday.
- Ads picked up within 7 day period and run Tuesday after also running Monday receive 35% off Monday and 50% off Tuesday.
- Ads picked up within 7 day period and run Tuesday and Wednesday after also running Monday receive 35% off Monday, 50% off Tuesday and 35% off Wednesday.
- Copy changes not allowed.

**FREQUENCY RATE**

**3 Month Minimum**

DAILY/30-DAY COPY CHANGE.....	\$20.03 per col. inch per day
DAILY/7-DAY COPY CHANGE.....	\$24.81 per col. inch per day
4-6 DAYS/30 DAY COPY CHANGE.....	\$20.73 per col. inch per day
1/3 DAYS/30 DAY COPY CHANGE.....	\$26.43 per col. inch per day

Advertisers on 3 month frequency contrasts will be allowed a 20% discount from above rates if payment is received by the 25th of the month following publication and will qualify for the base rate on any additional ads published in the Press-Register during the 3 month contract period.