



ADVERTISING AGREEMENT

THIS AGREEMENT is made as of February, 2014 between Lee Enterprises, Incorporated d/b/a Lincoln Journal Star, the "Publisher", and City of Lincoln Departments & Divisions "Advertisers."

TERM. The term of this Agreement will begin on **THE FIRST DAY OF April 2014** and end on **THE LAST DAY of March 2015**. This Agreement may not be terminated or cancelled by the Advertiser prior to the end of its term except for the reasons specified in Sections 1 and 12 on the reverse side of this Agreement.

VOLUME AGREEMENT. The Advertiser will purchase at least (see below) of total advertising before the end of the term.

(complete as applicable)

• Retail	\$ <u> x </u>	Frequency	_____
• Classified	\$ _____	Frequency	_____
• Preprinted inserts	\$ _____	Frequency	_____
• On-Line Products	\$ <u> x </u>	Frequency	_____
• Local Values inserts	\$ _____	Frequency	_____
• Other packages	\$ _____	Frequency	_____

Lineage 55"
Journal Star
Daily: \$57.32
Wed: \$63.14
Sunday: \$64.47

Lineage 250"
Neighborhood Extra
Per column Inch Rate \$30.90

Online for Star Tran
JS Home Page 300x250
84,000 impressions/month
\$890.40 per month
Incl Two 2x4" ads/month
(print must run each month)

All advertising dollars invested in the Publisher's advertising products, including Retail and Classified advertising, Preprinted inserts, On-line products and other packages apply toward fulfillment of this volume agreement by Advertiser. Commercial printing and subscriptions are excluded.

OTHER TERMS AND CONDITIONS. See reverse side of this Agreement.

Publisher and Advertiser have read and agree to the terms and conditions of this Agreement including those outlined on the reverse side.

ADVERTISER:

By Chris Beutler, Mayor
City of Lincoln Departments & Divisions
Company Name Partnership Corporation Individual

LEE ENTERPRISES, INCORPORATED:

By [Signature]
Lincoln Journal Star
Division Name _____

ADVERTISING AGENCY (if applicable):

(Jointly and Severally Responsible - see Sections 5 & 7)
By _____
Company Name Partnership Corporation

Print Name/Title _____

Billing Address On file

Local Address _____

Account Number 60000144, 60000171, 60001153, and 60001038

Print Name/Title _____

Address 926 P St. Lincoln, NE 68508

Salesperson Beth Loop

New _____ Renew x Revise _____

Print Name/Title _____

Address: _____

1. **Rates.** All advertising purchased will be at the rates and on the terms indicated on the Publisher's current rate cards, as revised from time to time. Rates apply to advertising space relating to the business operated by the Advertiser. Rates cannot be used directly or indirectly to cover the advertising of any product for which the Advertiser may be a distributor. The space contracted for will not be sublet to others, nor used for other purposes than contemplated by this Agreement. The rate cards are made a part of this Agreement. The advertising rates and terms on the rate cards will control if there is a conflict or inconsistency between a rate card and this Agreement.

The Publisher may, in its discretion, from time to time, increase the rates listed on any rate card or change its advertising terms. The Publisher will inform the Advertiser of any increase in rates or change in terms prior to the effective date of the increase or change. If the rates are increased or terms changed, the Advertiser may cancel the remainder of the term of this Agreement, as of the date the new rates or changes become effective, without liability for failure to meet the Volume Agreement on reverse side. The Advertiser must notify the Publisher in writing if the Advertiser decides to cancel the remaining term of this Agreement because of increases or changes. If the Advertiser fails to provide such written notice, the Advertiser agrees to be bound by the new rates and terms, which will become a part of this Agreement and become effective on the date set forth in the Publisher's notice.

2. **Fulfillment of Volume.** If, at the end of the term of this Agreement, the Advertiser has purchased and paid for less advertising than the Volume Agreement on the reverse side (or such prorated amount if the Agreement is terminated prior to the end of the term), the Publisher will calculate the difference between the rate earned based on the Advertiser's actual volume during the term and the rate granted based on the Volume Agreement. Advertiser agrees to promptly pay the Publisher this difference for all advertising published or distributed. Cancellations, changes of insertion dates and/or corrections must conform with published deadlines. Any adjustments or credits applied to Advertiser's bill will not reduce the Volume Agreement.

3. **Payment.** The Advertiser will make payment to the Publisher within the time period indicated on the Publisher's invoice. Failure to receive tear sheets or coop reimbursement will not be considered reason to delay payment beyond the required due date. In addition to the amount owed for unpaid advertising and applicable interest or late charges, the Advertiser agrees to pay the Publisher for all expenses incurred by it to collect any amounts payable under this Agreement, including costs of collection, court costs and attorney's fees.

4. **Termination.** The Publisher may reject an advertising order and/or immediately terminate this Agreement, upon thirty (30) days written notice to Advertiser for any of the following reasons: (a) if the Advertiser fails to make payment by the date specified in the Publisher's invoice or otherwise fails to perform any of the provisions of this Agreement, (b) if the Advertiser makes an assignment for the benefit of creditors, (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed by or against the Advertiser, (d) if the Advertiser ceases doing business or is likely to cease doing business or (e) in the opinion of the Publisher, the credit of the Advertiser is or may be impaired. ~~The Advertiser may terminate this Agreement upon thirty (30) days written notice to Publisher for failing to perform any of the provisions of this Agreement.~~ ~~If this Agreement is terminated for any of these reasons, Advertiser will pay Publisher for any approved and documented advertising completed up to the date of termination not to exceed the maximum amount allowed by this Agreement, nevertheless remain liable for the entire Volume Agreement on the reverse side.~~ The Publisher will calculate, as provided in Section 2, the balance remaining on the Volume Agreement, add that balance to the amounts owing for advertising published, whether billed or unbilled, and send an invoice to Advertiser, which Advertiser agrees to promptly pay.

5. **Indemnification.** The Advertiser and/or the advertising agency signatory to this Agreement agrees to hold the Publisher harmless and indemnify the Publisher from all claims, suits, damages costs and expenses of any nature whatsoever, including attorney's fees and court costs, for which the Publisher may become liable by reason of its distribution or publication of Advertiser's promotions or advertising, including but not limited to claims or suits alleging libel, privacy invasion, unfair competition, defamation, misuse of publicity rights, copyright infringement, dilution or trademark infringement under federal or state law, or otherwise based solely on the content of Advertiser's promotions or advertising, including illustrations, text, claims, etc. ~~The parties agree to indemnify and hold the other party harmless from and against all claims, demands, causes of action brought against the other for injury to persons (including death) or loss or damage to tangible property (including reasonable legal fees) resulting from the intentional or negligence acts or omissions or strict liability of its officers, agents, employees, or subcontractors in the performance of this Agreement.~~ ~~If the parties jointly cause such losses, claims, damages, or causes of actions, the parties shall share the liability in proportion to their respective degree of causal responsibility.~~

6. **Production Errors.** The Advertiser may not claim a breach, terminate or cancel this Agreement if there are typographical errors, incorrect insertions or omissions in advertising published or distributed or a failure to publish, insert or distribute any advertising or promotions unless those errors persist over two (2) or more months. The Publisher agrees to run corrective advertisement for that portion of the first insertion which may have been rendered valueless by such typographical errors, incorrect insertion or omission of copy, unless such error arose after the advertisement had been set and proofed or otherwise confirmed by the Advertiser or the advertisement was submitted after deadline. The Publisher will not be liable to Advertiser for any loss or damage that results from a typographical error, incorrect insertion or omission or failure to insert, distribute or publish any advertising. A request for a credit letter and any claim for adjustment due to errors must be made within the time period stated on the applicable rate card or, if none, within 36 hours after publication. Credit for errors will not exceed the cost of the space occupied by such error. On multiple insertions, credit for errors will not be given after the first insertion. If there are disputes or discrepancies with published or distributed advertising, the Advertiser may, prior to final resolution, deduct only the amount in question from the charge and pay the balance.

7. **Advertising Agencies.** An advertising agency who places advertisements and receives statements for its customer is acting as an agent for the Advertiser. The Advertiser remains responsible for payment of account balances, signing of contracts and for all other liabilities. Advertiser is deemed to have received refund payments, notices, and other documents when received by its agent. Agency commission, if any, is offered to recognized advertising agencies that will assume financial responsibility for all advertising placed by the agency. Agency commission, if any, will apply to all charges and adjustments under this Agreement. If the Advertiser uses an agency, the Advertiser and the agency agree to be jointly and severally liable for any payment or amount required to be paid to the Publisher in this Agreement and for failure to comply with the terms of this Agreement. All disclaimers contained in advertising agency insertion orders or contracts as "agency for" are void and suspended by this Agreement.

8. **Ownership.** All advertising copy which represents the creative effort of the Publisher and/or utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of the Publisher, including all rights of copyright therein. Advertiser understands and agrees that it cannot authorize photographic or other reproductions, in whole or in part, of any such advertising copy for use in any other newspaper or other advertising medium not owned by the Publisher, without the express written consent of the Publisher.

9. **Taxes.** In the event that any federal, state or local taxes are imposed on the printing, publication or distribution of advertising material or on the sale of advertising, these taxes will be assumed and paid by the Advertiser.

10. **Brokered Advertising.** The Publisher does not accept local brokered advertising.

11. **Advertising Content.** The Publisher may, in its sole discretion, edit, alter, omit, reject or cancel at any time any of Advertiser's promotions or advertising. All advertising positions are at the option of the Publisher, unless a position is purchased by the Advertiser. Failure to meet position requests will not constitute cause for adjustment, refund, rerun, termination or cancellation of this Agreement.

12. **Excusable Delays.** The Publisher will not be liable for any damages related to delay or failure to perform due to causes beyond its control, including but not limited to, fire, strike, work stoppage or other labor interruption, freight embargo, terrorism, sabotage, war, civil disturbance, governmental action, rules or regulations, failure of machinery, equipment or information systems, failure of suppliers, failure or delay of common or private carriers, the elements, flooding, power outages or interruptions or acts of God. The Publisher's inability or failure to perform will not constitute a breach of this Agreement. Performance by the Publisher of its obligations under this Agreement will be suspended during this type of delay or failure to perform. The Advertiser may, however, terminate this Agreement if suspension lasts more than thirty (30) days.

13. **No Waiver.** ~~The Publisher's~~ ~~either party's~~ failure to insist upon the performance by the Advertiser of any term or condition of this Agreement or to exercise any of the Publisher's rights under this Agreement on one or more occasions will not result in a waiver or loss of the Publisher's right to require future performance of these terms and conditions or to exercise its rights in the future.

14. **Miscellaneous.** All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement and the Publisher's current rate cards constitute the entire agreement between the parties and supersede and cancel any prior agreements, representations or communications, whether oral or written, between the parties relating to the subject matter of this Agreement. This Agreement may not be changed orally and may only be amended in

writing signed by both parties. This Agreement may not be assigned by Advertiser or Publisher without the prior written consent of the Publisher/other party, which will not be unreasonably withheld. Each representative of a party signing this Agreement is fully authorized to legally bind the party. This Agreement will be governed by the state Nebraska law without reference to the principles of conflicts of law where the Publisher is doing business under the above name.

15. Audit. Publisher shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

16. Fair Employment and Labor Standards. The parties shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and Neb. Rev. Stat. § 48-1122, as amended. The parties shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

17. E-Verify. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Publisher agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Publisher shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. § 1324b. Publisher shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.