

## **Website/Content Terms of Use**

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Columbia Basin Publishing has not reviewed all of the sites linked to on its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Columbia Basin Publishing of the site. Use of any such linked web site is at the user's own risk.

**Site Terms of Use/Modifications:**

Columbia Basin Publishing may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

**Governing Law:**

Any claim relating to Columbia Basin Publishing's web site shall be governed by the laws of the State of Washington without regard to its conflict of law provisions.

**General Advertising Policies and Information**

The Publisher reserves the right to refuse any ad or preprinted insert at its sole discretion without giving reason.

**Rates:**

Rates may be modified with 30 days advance notice. Display advertising is sold by the column inch and is measured to the half-inch. Rates are based on published sizes, not mechanical specification sizes.

**Composition Services:**

No charge for display ads for first proof. Additional fees will be charged as follows: significant revisions to proofs that have followed the layout/information provided by the client; proof revisions beyond 1st proof that are not related to errors made by the publisher; PDF file copies available on CD for \$7.50 each.

**Revisions:**

Publisher reserves the right to charge standard composition charges for any revisions to original copy, layout, artwork, photos or other ad elements unless newspaper failed to follow clear and explicit instructions. The Publisher also reserves the right to charge the advertiser for any revisions to original copy, layout, artwork, photographs, or any other elements of the advertisement that were not included in the original instructions.

Advertisements produced but canceled before deadline will be charged for composition at \$40 per hour. Display advertisements cancelled after deadlines are subject to charge.

**Omissions & Errors:**

In the event of an error, omission, damage or failure to distribute any advertisement, Publisher's liability is limited to the amount paid to Publisher for production and printing and/or insertions of said advertisement. Notice of errors must be called to the attention of the newspaper's Advertising Director or Publisher within one day of publication so that the appropriate corrective action can be taken. Although every effort will be made to meet the wishes of the advertiser, the Publisher does not

guarantee the insertion of any particular advertisement on a specified date and is not held liable if advertisements fail to be published.

**Political Advertising**

Political & advocacy advertising requires payment in advance and must state the name and address of the group or individual paying for the ad. Political advertisers signing volume contracts require payment in advance for the full contract amount upon signing of the contract. All political and advocacy advertisements must adhere to government regulations and is the responsibility of the party placing the ad to ensure that the advertisement(s) meet all requirements and legalities.

**Payment:**

Payment in advance is required for going-out-of-business, out-of-town and a new business advertiser until credit is approved. The Publisher reserves the right to cancel credit privileges for outstanding unpaid accounts.

Statements are mailed the first week of each month. Terms: Net 30 days. Service Charge: 1-1/2 percent per month (18 percent annually) is added to accounts with unpaid balances.

**Proofs:**

Proofs will be faxed/emailed in the local area for ads totaling 10 inches or more, at customer's request, provided ad is submitted with all art, copy etc., by proof deadline. All other ads may be proofed at the newspaper during regular office hours and/or will be published without a proof as ordered. One proof is provided per advertisement. Multiple proofs are subject to additional charges.

**E-Sheets:**

Hard copy tear sheets have been replaced with complimentary E-Sheets. It is the responsibility of the advertiser to request tear sheets in advance of publication so that electronic transition of tear sheets can be ordered and set up.

**Position:**

Ad positioning is at the sole discretion of Columbia Basin Publishing and is not a condition of sale. Adjustments and refunds are not available due to ad position or section. Advertisers may pay a premium surcharge of 25% for preferred placement positions however under no circumstances is position guaranteed. Surcharges will be credited to advertiser's account if preferred position is requested and paid for but not accommodated by the Publisher.

**Contracts:**

If the customer fails to pay any amounts due hereunder or if any guarantor signatory hereto gives notice of termination of its guarantee obligation as hereinafter provided, the Columbia Basin Publishing Co. may terminate the contract forthwith without notice to the customer and the customer shall pay for services to date of termination at the open rates set in our most current, published rate card.

Columbia Basin Publishing and the undersigned customer agrees that Columbia Basin Publishing shall provide, and the customer shall purchase services from the Columbia Basin Publishing according to the terms and conditions as outlined on the Publishers website. The term of contract shall commence on the BEGINING DATE, YEAR and end ENDING DATE, YEAR as outlined in the contract.

The customer agrees to use a minimum of Columbia Basin Publishing services totaling the agreed upon amount as outlined in the contract during the term of the contract.

**Misc:**

All display advertisements must carry a "signature" of the party inserting the ad. The Publisher reserves the right to insert the word "advertisement" in all ads, including "all copy" ads which may be mistaken for news articles. All ads smaller than full page must be bordered to their exact dimension. A minimum of a one-point border is required on all display advertisements. All layouts, illustrations and composition which represent the creative effort of Columbia Basin Publishing Co., Inc. are the sole property of the Publisher and may not be reproduced without prior consent. Advertiser assumes all liability for true, factual and legal copy provided for any advertisement. Late ads accepted with no proofs at Publisher's option.

All services shall be ordered by the customer's designated representative.

The customer shall abide by the general conditions for all customers relative to deadlines and mechanical requirements as established by Columbia Basin Publishing.

The customer agrees that Columbia Basin Publishing shall acquire and retain title to any advertisement or portion thereof produced by Columbia Basin Publishing

Any notice to be given hereunder may be hand delivered or sent by United States mail postage prepaid addressed to the address given above.

If Legal action is instituted by Columbia Basin Publishing to enforce this contract, the customer agrees to pay reasonable attorney fees fixed by the court for the services of Columbia Basin Publishing. Neither party to this agreement shall be bound to perform for any portion of this contract during which its performance is prevented by fire, flood, labor disputes or similar conditions beyond the control of the parties.

Columbia Basin Publishing reserves the right to amend its contract terms, conditions and/or policies at any time.