

# Advertising Agreement

158 Elgin Street, Sudbury, ON P3E 3N5

Tel: (705) 673-5667

Fax: (705) 673-4652

www.northernlife.ca

Advertising Agreement with: \_\_\_\_\_

located at: \_\_\_\_\_ Dated: \_\_\_\_\_

*In consideration of the Publisher herein providing advertising space for the Advertiser in Northern Life and on the terms and conditions herein set out:*

THE ADVERTISER HEREBY AGREES to use not less than \_\_\_\_\_ Display Advertising space in Northern Life during the period of \_\_\_\_\_ weeks from date hereof, and notwithstanding that the amount of advertising space used in total may thus be greater than the amount specifically referred to herein.

IT IS AGREED that the advertiser will observe all the conditions herein set out, both on the front and back of this agreement in consideration of a special rate of \_\_\_\_\_ and in the event the advertiser shall make default in any of the terms and conditions herein provided, the special rate shall not apply to any advertising supplied under this Agreement and in such an event, it is agreed that the transient rate shall be in effect, notwithstanding some of the advertising may be invoiced and paid at the special rate and the Publisher shall be entitled to charge the transient rate in effect at date of default for all advertising used to the date of default or the date on which the Publisher elects to terminate advertising.

SPECIAL CONDITIONS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE ADVERTISER'S NAME AND ADDRESS ARE CORRECTLY STATED ON THIS AGREEMENT.  
THE CONDITIONS ON THE BACK OF THIS AGREEMENT ARE PART OF THIS AGREEMENT

Accepted: \_\_\_\_\_  
ADVERTISER'S NAME

By: \_\_\_\_\_  
PROPRIETOR    MANAGER    AGENT

Accepted: \_\_\_\_\_  
PUBLICATION NAME

By: \_\_\_\_\_  
ADVERTISING MANAGER

# Advertising Agreement

[ Continued ]

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1. The Advertiser will use not less than the total amount of space herein agreed during the period herein-before mentioned.

2. Time is hereby declared to be the essence of this Agreement and these conditions.

3. In the event of the Advertiser failing to carry out any of these conditions or any part of this agreement, the Advertiser shall pay for space used at the transient rate in accordance with the rate card in effect at the time of default, and shall pay the same forthwith and shall not be entitled to the rate firstly mentioned herein which said rate is a special rate.

4. This agreement is subject to the approval of the Publisher of Northern Life and binding only when so approved, and the Advertiser acknowledges having received a copy of same.

5. It is understood and agreed that the Publisher reserves the right to change any clause of this agreement or to institute new advertising rates upon sixty days' notice in writing. Upon such notice the Advertiser is privileged to accept and maintain this agreement without short rate penalty charge upon the date on which clause of rate changes become effective if notice of intent to cancel this agreement is given to the Publisher by the Advertiser thirty days prior to the date on which new clauses and/or rates will become a part of this agreement and shall supersede the clauses and/or rate herein specified.

6. Notwithstanding anything herein, any portion of an advertisement referring to merchandise or services by brand name or trade mark may be charged for at the regular rate and not at the special rate, at the discretion of the Publisher. Advertising space used in such instances shall be credited to the lineage requirements of this contract.

7. All advertisements herein agreed for shall be utilized only for goods and/or services in the ordinary course of the advertiser's business.

8. When copy for an advertisement has been conveyed to the newspaper and the space it is to occupy has been specified, the Advertiser agrees that he shall be deemed to have ordered the advertisement for publication, the space shall

not be withdrawn at any time prior to publication and has reserved space for it. If said copy is withdrawn and the Advertiser agrees to pay for the space reserved as if it had been occupied by the copy conveyed to and then withdrawn from the newspaper; PROVIDED that the Advertiser may withdraw the copy and space reserved for it, on 48 hours notice (beyond legal holidays and holy days) in advance of its publication date without charge other than payment to the newspaper at its current custom rates for services performed during the period between receipt of the copy and its withdrawal.

9. On delivery of advertising copy to Northern Life, said advertising copy will become wholly and entirely the property of Northern Life.

10. Northern Life assumes no responsibility for the return or storage of any photographs or art work of the advertiser.

11. All advertisements are subject to the approval of the Publisher both as to subject matter, classification and space to be occupied by any advertisement.

12. Whether censored or not, all announcements or statements made by or on behalf of the Advertiser accepting this agreement shall be upon the advertiser's responsibility. The Advertiser undertakes to indemnify Northern Life against any loss through action arising from making of such announcements or statements.

13. The Advertiser agrees that Northern Life shall not be liable for damage arising out of errors in advertisements beyond the amount paid for the space actually occupied by the portion of the advertisement in which the error occurred whether such error is due to the negligence of its servants or otherwise and there shall be no liability for non-insertion of any advertisement or advertisements beyond the amount paid for such advertisement.

14. The accounts which may be rendered by Northern Life shall not be construed as an admission that the amount set out in the account is the exact amount owing hereunder and payment of any account shall be treated merely as a payment by the Advertiser on account of the amount which may ultimately be owing to Northern

Life under this agreement.

15. If the Advertiser shall make an assignment for the benefit of creditors or make default in payment Northern Life shall have the option of discontinuing this agreement and declaring the whole amount of this agreement immediately due and payable.

16. In case of delinquency in payment or impaired credit the Publisher shall have the right to change the requirements as to terms of payment for further advertising under this order as he may see fit or to cancel this agreement forthwith and to charge the transient rate for all advertising which has been published under this agreement.

17. No contra accounts will be acknowledged by Northern Life, unless in writing, duly signed by the Publisher of Northern Life.

18. The failure of Northern Life to insist upon the performance of any condition shall not be construed as a waiver of the said condition or of any other condition.

## 19. ASSIGNMENT OF COPYRIGHT -

For value received the Advertiser hereby assigns and transfers up to Northern Life (hereinafter called the "Newspaper") all its right, title, interest and property of, in and to any and all copyrights in advertisements placed by the Advertiser with the newspaper and published therein, to hold the said copyrights for its sole and only use and benefit. The Advertiser understands that by virtue of this assignment all rights, including, without limitation, the right to authorize photographic or other reproduction of any such advertisement published in the Newspaper, is vested in the Newspaper. It is however understood and agreed by and between the parties hereto that this assignment does not preclude the Advertiser from providing to other publications material or information for the production of advertisements to appear in such publications which are similar to identical to the material or information supplied to the Newspaper.