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2017

# FREQUENTLY ASKED QUESTIONS

LOUISVILLE'S NEXT GENERATION **MEDIA COMPANY**

**cjm**  
courier-journal**media**  
PART OF THE USA TODAY NETWORK

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## Ad Guidelines

- Contract rates are available to advertisers with established credit. If, at the end of the Advertiser's contract with Newspaper, the Advertiser shall have (a) purchased more or less volume/dollars of advertising than agreed to in the contract or (b) exceeded or fallen short of the minimum revenue commitment of advertising agreed to in the contract, to the extent that a different rate would be applicable according to Newspaper's current rate schedule, Advertiser's rate for all space used during the contract term shall be reduced or increased to the appropriate rate indicated on said rate schedule, and Advertiser shall pay or receive a credit for the difference. Credits will be to the next contract level only and will be issued in the form of credit toward future advertising.
- Advertising contracts may not be assigned or transferred by advertiser or its advertising agency ("Agency"), if any.
- Any claim by Advertiser for a credit related to rates incorrectly invoiced or paid must be submitted in writing to the Newspaper within ninety (90) days of the invoice date or the claim will be waived.
- Newspaper may revise its advertising rate schedule at any time upon 30 days' written notice to Advertiser, and Advertiser may, without penalty, cancel its advertising contract at any time prior to the time the new rates become effective upon prior written notice to Newspaper.
- Newspaper may, in its sole discretion, edit, classify, or reject at any time any advertising copy submitted by Advertiser.
- Advertiser shall pay for the advertising purchased under its contract according to the terms indicated on Newspaper's invoices, and, if it fails to timely pay as provided for in the invoices, Newspaper may reject advertising copy and/or immediately cancel Advertiser's contract, and Advertiser agrees to indemnify Newspaper for all expenses incurred in connection with the collection of amounts payable, including court costs and attorneys' fees. If Advertiser's contract is canceled due to Advertiser's failure to timely pay, Newspaper may re-bill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.
- If any federal, state or local taxes are imposed on the printing of advertising material or on the sale of advertising space, such taxes shall be assumed and paid by Advertiser.

- The advertiser's contract cannot be invalidated and the newspaper will not be liable for: (a) typographical errors, incorrect insertions or omissions in advertising published by the newspaper or (b) any resulting losses.
- Advertiser agrees to indemnify, defend and hold harmless Newspaper from all claims (whether valid or invalid), suits, judgments, proceedings, losses, damages, costs and expenses, of any nature whatsoever including reasonable attorneys' fees) for which Newspaper or any of its affiliates may become liable by reason of Newspaper's publication of Advertiser's advertising.
- When orders are forwarded by Advertiser or its Agency which contain incorrect rates or conditions, the advertising called for will be inserted and charged at the correct rate in force governing such advertising as provided for in Newspaper's rate schedule, and in accordance with the conditions contained in Advertiser's contract.
- The advertiser's contract renders void any statements concerning liability which appear on correspondence from advertiser or its agency, and is irrevocable without the written consent of the newspaper's Credit department. It is further agreed that Newspaper does not accept advertising orders or space reservations claiming sequential liability.
- The closing time for cancellations is 2 days prior to the deadline date for publication. Cancellations will not be accepted after the applicable closing time. Advertiser will be responsible for any production or creative services provided by Newspaper regardless of the cancellation of advertiser's advertising.
- Each party's obligations under the advertising agreement are conditional on strikes, fires, acts of God or the public enemy, war, or any cause not subject to the control of such party.
- Photographs of individuals to be used in advertising must be accompanied by a signed release from the individual permitting the use of the photograph(s) Release forms are available from your account executive.

#### TERMS OF PAYMENT & COMMISSION POLICY

Newspaper's billing cycle is based on a 52-week year divided into 12 billing periods. Each period begins on a Monday and ends on a Sunday. Eight periods are four weeks each (February, March, May, June, August, September, November and December) and four periods are five weeks each (January, April, July and October).

- All retail rates are net and not commissionable.
- National rates are commissionable, 15%, to agencies recognized by the Newspaper.
- Recruitment advertising rated at open rate and camera-ready is commissionable 15% to agencies recognized by Newspaper.
- Classified private-party advertising and non-contract commercial advertising will be paid in advance with a credit card and is non-refundable.
- All monthly accounts are due 20 days after invoice date. Accounts are considered past due after 20 days. Credit may be suspended on any accounts at any time at the sole discretion of Newspaper.
- Newspaper may require payment in full for any outstanding balance before accepting copy for publication, or require cash payment with copy, or both.
- All new accounts are cash-with-order until credit is approved by the Credit Department. The effectiveness of advertising contracts is subject to a satisfactory credit check on Advertiser and/or Agency.
- Certain types of advertising, including political and businesses based outside of the United States, are accepted on a cash basis only. All cash-basis sales require full payment for each advertisement prior to reservation deadline date.
- Stated rates for all contract advertising services are conditional on subsequent payment by cash or check.
- Any advertising account with a 28 days or older balance will have interest added at the rate of 12% per annum on any balance that is 28 days or older. This interest will be added on the last day of your billing cycle and will be shown as finance charges on your invoice.

## CONTRACT & COPY REGULATIONS

The publisher reserves the right to insert the word “Advertisement” above any copy if the advertisement could be construed as news or editorial matter.

- Type closely resembling news type cannot be used.
- Newspaper shall have full latitude with respect to positioning all advertisements; provided, however, that Newspaper will use its reasonable efforts to accommodate the advertiser’s requests. The Main News is defined as Section A, Metro or back page of any section. Advertising will not be accepted on a “position only” basis. No adjustment will be made because of position.
- Alcoholic beverage advertising accepted.
- Advertisements are measured from cutoff rule to cutoff rule.
- Political advertising must carry the words “Paid Political Advertisement” and must follow the copy regulations of Newspaper.
- Publisher will not be bound by any conditions, printed or otherwise appearing on order blanks or copy instructions when such conditions conflict with our policies.
- Publisher reserves the right to determine classification of any advertising copy submitted.
- Special clauses in insertion orders or contracts not accepted if relating to legal liability or circulation guarantees.
- Advertising that presents a statement of position on political, social or other issues and that lists the names of persons supporting the position stated will not be accepted unless the advertiser submits evidence of consent for use of supporting names in the form of checks made out to the advertiser or satisfactory evidence.
- Newspaper deals directly and individually with its local advertisers and does not accept local brokered advertising. Multi-advertiser sections are accepted only if sold and printed by Newspaper.

- Publisher shall not be liable for any error in published advertising unless a proof is requested in writing and clearly marked for corrections. If the error is not corrected, publisher’s liability, if any, shall not exceed the space occupied by the error. Further, publisher shall not be liable for omission of an advertisement ordered. Claims for adjustment must be made within 30 days. In no case shall publisher be liable for any general, special or consequential damages.
- Advertisers are responsible for checking published ads for accuracy and notifying the company immediately of any errors.
- The rates on this card are for run-of-paper (R.O.P.) position. No positions are guaranteed. However, some premium positions are offered. Ask your representative for details.
- Requests for advertising contracts shall be made prior to or at the time of the first insertion of advertisements. Contracts can only be backdated 30 days.
- Contracts to an advertising agency must specify the agency’s client. Agency authorization form must be signed by client. Blanket contracts are not available to accounts of different ownership.
- If an Advertiser utilizes an “Agency,” Advertiser and Agency shall be jointly and severally liable for complying with all the terms of the Advertiser’s contract, including payment of all advertising.
- All contracts are conditional on strikes, fires, acts of God, public enemy, war or any cause not subject to the control of Newspaper, excluding the Advertiser’s failure and/or inability to perform.

## OWNERSHIP OF ADVERTISING COPY

All advertising copy which represents the creative effort of Newspaper and/or the utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of Newspaper, including all rights of copyright therein. Advertiser understands and agrees that it cannot authorize photographic or other reproduction, in whole or in part, of any such advertising copy for use in any other medium without Newspaper’s prior written consent.