

A New Contract

Renewal Contract of: _____
Current level *Current Start Date remains unchanged*

Replaces Contract of: _____
Current level *Current Start Date remains unchanged*

B Account Number(s)- List all account numbers eligible for this contract agreement:

C

Name of Firm:	Street Address:
City, State, Zip Code:	Phone Number:
Email Address:	Fax Number:
Agency: (if applicable)	Agency Address: (if applicable)
Agency City, State, Zip Code: (if applicable)	

Additional Provisions on pages 2 and 3 are part of this agreement.

During the time period set forth in Section E (below), and each subsequent renewal period, Advertiser commits to fulfill the following amount of retail and/or digital advertising with Tulsa World Media Company. (refer to current rate cards for Local Retail Rates, Digital Ad Rates & Data)

D Order Details

**Individual signed agreements are required for discounted rate-level pricing in current rate schedules*

An additional charge for ad production will apply for all new creative and/or pick up with changes. This applies to print and digital advertising as of February 3, 2020.

E Initial Term: _____
Contract Starts *Contract Renews if not replaced at end of 12 months*

RETAIL ADVERTISING applies to businesses located within the Tulsa World Media Company circulation area of Northeast Oklahoma and surrounding areas. The business must have a permanent location (12-month lease or own building) where the products or services are purchased from that location. Please see account executive for special rates for political advocacy. All retail and digital advertising is subject to the rates and terms set forth in Tulsa World Media Company's then current retail and digital rate books as modified from time to time. (This Agreement and its fulfillment does not apply to Classified advertising.)

Additional Provisions on pages 2 and 3 are part of this agreement

1. If for any reason the advertising commitment agreed upon should not be used by the Advertiser within the initial term or any renewal term, or if the Advertiser should quit business or permanently stop advertising in Tulsa World Media Company during the life of this Agreement, the Advertiser shall pay within 30 days the difference between the amount of Advertiser's advertising commitment under this Agreement and the rate actually earned during the applicable initial or renewal term, as set forth on Tulsa World Media Company's then current applicable rate card. If the Advertiser exceeds the contracted amount and fulfills a larger contract level, Tulsa World Media Company agrees to rebate to the Advertiser the amount which reflects the difference in rate which exists under the dollar volume level originally committed on page 1 of this Agreement based on Tulsa World Media Company's retail or digital rate book versus rate earned during the contract year under the dollar volume level of Advertiser's actual spending up to, but no more than, one (1) dollar volume contract level above Advertiser's applicable contract commitment under page 1 of this Agreement. At the discretion of Tulsa World Media Company, rates covered in this contract may be changed on 30 days' written notice to the Advertiser. During a period of 14 days after receiving written notice, the Advertiser may cancel the contract without rate adjustment upon written notice to Tulsa World Media Company, such cancellation to be effective at the end of such 14 day period. At the discretion of Tulsa World Media Company, the plan or category of contract commitment covered by this contract may be changed or discontinued on 30 days' written notice to the Advertiser. During a period of 14 days after receiving written notice, the Advertiser may, upon written notice to Tulsa World Media Company, cancel the contract without rate adjustment (such cancellation to be effective at the end of such 14 day period or, at its election, may change to another plan or category of contract commitment then being offered by Tulsa World Media Company, in which event a new contract would be signed).

2. Unless the contract is terminated before expiration of any initial or renewal term, the term of this contract will be automatically extended for successive periods of equal duration to the initial contract term, unless either party gives written notice of termination to the other party at least 10 days prior to the renewal date of the contract. Unless said termination notice be given at least 10 days before each subsequent renewal date, this contract shall, in like manner, continue to run for successive periods equal in length to the initial term.

3. All rates are non-commissionable and there is no cash discount.

4. Fulfillment of this contract is contingent upon the Advertiser supplying either the ad copy, layout, necessary reproduction material, links and/or the proper amount of inserts for distribution in accordance with Tulsa World Media Company's deadlines and specifications. Tulsa World Media Company reserves the right to revise the deadlines at any time. If ads, layout and necessary reproduction material are not furnished by the Advertiser by the Tulsa World Media Company deadline for an agreed upon advertising schedule, or Advertiser cancels a scheduled ad with less than 14 days advance written notice to the Advertiser's Tulsa World Media Company account rep, Advertiser may still be obligated for payment of the advertising schedule reserved at the earned rate (i.e. the rate that would otherwise apply under Tulsa World Media Company's then current applicable rate card based on the actual amount of advertising published). Please refer to Tulsa World Media Company print or digital rate cards or call your account representative regarding deadlines and specifications. If the Advertiser cancels a scheduled ad with 14 or more days written notice to the Advertiser's Tulsa World Media Company's account rep before the scheduled publication date, Advertiser may be charged a 20% cancellation fee of the cancelled ad or Advertiser launch of a scheduled ad campaign with a minimum payment due of \$250.00.

5. All advertising is payable in advance, unless credit has been established with the Tulsa World Media Company Credit Department. Tulsa World Media Company reserves the right at any time without notice, to cancel or rescind any credit arrangements and thereafter to require payment of all advertising in advance. When monthly credit is granted by Tulsa World Media Company, all charges under this contract shall be due and payable on the 15th day of the month following the date of publication. Tulsa World Media Company may cancel this contract for non-payment of charges when they are due, or for failure by the Advertiser to comply with the terms of this Agreement. In the event of such cancellation, the Advertiser agrees to pay for all advertising used at the applicable rate under Tulsa World Media Company's then current applicable rate card for which the Advertiser has already qualified as determined by Tulsa World Media Company or 1-time rate. In any case, the rate charged will not exceed the cost of continuing the contract in force until its expiration date. In the event suit is filed by Tulsa World Media Company to collect unpaid advertising charges, Advertiser shall pay the costs of such suit, including reasonable attorney fees to the extent allowed by law.

6. The Advertiser shall check ad daily and report any errors immediately in writing. This Agreement shall not be invalidated by any wrong insertion or by omission, including but not limited to any missed publication or insertion date. Tulsa World Media Company will not be liable for any error in any ad published by Tulsa World Media Company unless a proof of such ad is requested in writing by the Advertiser and returned to Tulsa World Media Company (sufficiently in advance of Tulsa World Media Company's deadline) with such error or correction plainly noted in writing on the ad proof, and in that case, if any error so noted by Advertiser is not corrected by Tulsa World Media Company in the manner so noted by Advertiser, Tulsa World Media Company's maximum liability

shall not exceed the cost of the ad (which for digital ads shall be limited to the actual impressions delivered as determined by Tulsa World Media Company). Any wrong or missed insertions or omissions will be made good by a makeup publication or insertion of the first wrong or missed ad or a credit adjustment covering only the first issue the ad appears. Claims for adjustments must be reported in writing by the Advertiser to Tulsa World Media Company within 10 days from the date of publication or insertion or no credit adjustment will be provided. Regardless of whether any remedy or warranty fails of its essential purpose, in no event and under no circumstances shall Tulsa World Media Company be liable to any party, including, but not limited to, Advertiser, for lost profits, loss of business, loss of goodwill, or special, incidental, indirect or consequential damages of any kind arising out of or relating to this Agreement, or any act or omission of Tulsa World Media Company, even if such loss or damage is foreseeable or Tulsa World Media Company has been advised of the possibility of such loss or damage. Account representatives of Tulsa World Media Company are not authorized to make any deviations from these published rates or terms either orally or in writing nor can they guarantee that any ad will appear on a specific page or section (other than front page newspaper strips).

7. Tulsa World Media Company reserves the right in its sole discretion to immediately disable any website or mobile site ("Site") hosted by arrangement of Tulsa World Media Company, in whole or in part, and to prevent the Site, in whole or in part, from being accessed, if Tulsa World Media Company determines, in its sole discretion, that the Site or its content is obscene, offensive or in bad taste, may violate any law, may infringe upon the rights of any third party or may otherwise expose Tulsa World Media Company to civil or criminal liability; provided, however, that such right does not place any obligation on Tulsa World Media Company to review or edit the Site or to notify Advertiser of any concerns Tulsa World Media Company may have regarding the Site or its content. Tulsa World Media Company reserves the right to reject or remove any copy posted on or linked on any webpage which may in Tulsa World Media Company's opinion be offensive, distasteful, libelous or illegal (but Tulsa World Media Company undertakes no obligation to review or edit such copy or links). Website setup fees are payable upon execution of this Agreement. Fees for new web or digital pages or changes to existing web or digital pages are due the month the work is done.

8. Tulsa World Media Company reserves the right to edit, reject, cancel at any time or revise and properly classify ad copy, ad or link. The subject matter, form, size, wording, illustration and typography of all ads are subject to specific approval by Tulsa World Media Company. The Advertiser agrees to abide by the policies of Tulsa World Media Company. Ads set solid or in reading matter type or advertising which simulates news content must carry the word "advertisement" over each column in width.

9. Tulsa World Media Company shall not be held liable for any failure to publish or distribute any ad resulting from strikes, accidents, weather conditions, acts of God or other delays beyond Tulsa World Media Company's control.

10. Advertiser shall indemnify, hold and save Tulsa World Media Company harmless from any liability, loss or expense (including but not limited to attorneys' fees) directly or indirectly relating to or arising from claims or suits based in whole or in part on the contents of any ad copy or sample products submitted to Tulsa World Media Company for publication or distribution. Tulsa World Media Company owns all right, title and interest (including copyright) to any article, content or creative work (including advertising or marketing materials) prepared or created by Tulsa World Media Company, its employees, contractors or representatives (collectively, the "Work Product"). The Work Product may not be used or published in any manner without Tulsa World Media Company's prior written permission other than in a publication owned by Tulsa World Media Company or one of its affiliates.

11. This contract covers only advertising relating to the regular business of the Advertiser, and its privileges cannot be transferred in whole or part to another advertiser, except where common ownership of multiple businesses of 50% or greater exists. In the event Advertiser sells its business during the life of this contract, the contract may be assigned to the new owner upon written consent of Tulsa World Media Company which shall not be unreasonably withheld. The benefits of this contract shall accrue to the successors or assignees of Tulsa World Media Company.

12. All subsidiary firms, organizations or individuals to be included in this contract must be on written file at Tulsa World Media Company. To qualify for inclusion, the parent firm, as addressed on the face of this contract, must own over 50% of its subsidiaries. Shopping centers, trade associations and merchant groups may qualify for Retail ROP contracts. In the event more than one advertiser is set forth on the front side of this contract each such advertiser shall be jointly and severally liable for all charges and obligations under this contract, regardless of the percentage advertising placed by or attributable to each such advertiser. If any one or more advertisers which are not signatories to this contract, place advertisements with Tulsa World Media Company under this contract, or otherwise receive the benefits of this contract, each such non-signatory advertiser together with advertiser named in the contract, shall be jointly and severally liable for all charges and obligations relating to all such advertisements placed with Tulsa World Media Company, regardless of the percentage advertising placed by or attributable to each such advertiser.

Additional Provisions on pages 1 and 3 are part of this agreement.

13. Newspaper ads exceeding 18 inches in depth are charged 20-3/4 inches. Retail advertising is billed to nearest quarter inch. Any measurement by quarters is billed to next highest quarter inch. Tulsa World Media Company agrees to distribute the preprinted inserts to the areas designated, by carrier and/or mail; 100% distribution cannot be guaranteed. In the event any governmental agency levies a tax on advertising covered by this contract, such tax shall become an additional charge paid by the Advertiser.

14. Any ad agency establishing credit and placing advertising with the Tulsa World Media Company shall be liable for payment of all media invoices. Any other written or verbal statement pertaining to "sequential liability" contained on insertion orders from an agency are not valid. The terms of this Agreement may not be supplemented or revised by insertion order or other documents submitted by Advertiser or its agency. If an ad agency fails to pay Tulsa World Media Company, the ad agency client is still liable for payment to Tulsa World Media Company.

15. Due to lead times, order quantity for preprint purchases is based on forecasted circulation. This forecasted quantity at the time of order will also be the quantity used for billing.

16. Tulsa World Media Company reserves the right to delegate or subcontract its services in whole or in part to third parties.

17. Advertiser agrees to allow Tulsa World Media Company and Tulsaworld.com to use its names, logos and other marketing materials in all forms of media for the purpose of promoting its services or Tulsaworld.com. Advertiser represents and warrants to Tulsa World Media Company that it exclusively owns, or has the right to use, all text, graphics, photos, designs, trademarks, or other items which (a) are furnished to Tulsa World Media Company for its use in providing services, (b) are or will be resident on a Site for which Tulsa World Media Company is performing services, or (c) are or will be a part of the domain name selected by Advertiser for the Site. Advertiser will defend, indemnify and hold harmless Tulsa World Media Company from and against any and all claims, demands, lawsuits, liabilities, losses, damages, expenses, judgments, payments, fines, assessments, penalties, interest, and other costs and expenses, including without limitation settlement costs and reasonable attorneys' fees and expenses, arising out of or relating to any breach of the foregoing representations and warranties or any claim alleging any content, domain name or link supplied by or through Advertiser violates or misappropriates the rights of any third party. Advertiser shall have no right to use, reproduce, or modify any Site content or other materials provided by Tulsa World Media Company under this Agreement without obtaining Tulsa World Media Company's prior written consent.

18. All services are provided "AS IS". Tulsa World Media Company does not make any warranties of any kind, whether express or implied, including any implied warranty of merchantability, fitness for a particular purpose, usage of trade or course of dealing. Tulsa World Media Company shall not be liable for any unavailability or inoperability of the Internet, technical malfunction occurring on or off the Site, computer error, or corruption or loss of information.

19. Advertiser agrees that Tulsa World Media Company will retain all proprietary rights in and to the tulsaworld.com site, its business and trademarks, technology, and services (including all software, source codes, modifications, updates and enhancements or any other aspect of its services), the name "Tulsaworld.com", and any other trademarks and logos which are owned or controlled by Tulsa World Media Company or its affiliates or used in promoting its services. Tulsa World Media Company has the right to collect and use information and data gathered in connection with any use of or access to Tulsaworld.com or any services provided by Tulsa World Media Company. Advertiser specifically authorizes Tulsa World Media Company to catalog, cross-reference and index, and creates hyperlinks to and from, the Site or specific content on the Site.

20. This Agreement constitutes the entire agreement of the parties and supersedes any and all prior or contemporaneous agreements and negotiations with respect to its subject matter, whether written or oral. No terms set forth on any Advertiser purchase order or like document shall modify, supplement or otherwise amend the terms set forth in this Agreement, and any such terms shall have no force or effect. Advertiser may not assign this Agreement without the prior written consent of Tulsa World Media Company, nor may it be amended except in writing, which is signed by both parties. Advertiser agrees Tulsa World Media Company and its representatives have not made, and Advertiser has not relied upon, any representation of Tulsa World Media Company or its representatives which is not expressly set forth in this Agreement. This Agreement shall be governed by and construed in accordance with Oklahoma law (without application of its conflict of laws principles) and the parties hereby consent to the exclusive jurisdiction of the federal, county or district courts of Tulsa County, Oklahoma to resolve any disputes arising out of this Agreement, or the rights, duties or obligations of the parties, and any objection to such jurisdiction or venue is hereby waived.

21. For any digital advertising for which there is a charge for impressions as set forth in Tulsa World Media Company's digital ad rate book, an Impression is defined as each time advertisers' online ad is displayed on a screen. CPM is an acronym for Cost Per Thousand or the cost per one thousand online display ad impressions. The costs per impressions

delivered are based on the Tulsa World Media Company's ad delivery system. Tulsa World Media Company reserves the right to run Advertiser's digital ad in order to fulfill the proposed amount of impressions. Tulsa World Media Company reserves the right to run Advertiser's digital ad in sections other than those that are requested. Reasonable efforts will be made to first fulfill Advertiser's digital ad in the requested online or mobile section, but sections cannot be guaranteed. Impressions may be delivered over 30 days. All 30-day campaigns must consist of a single creative design (same ad running for 30 days).

22. This Agreement is only effective upon approval and signature by Tulsa World Media Company management. No changes marked on this Agreement or any strikethrough of any provision of this Agreement shall be valid unless approved and initialed in writing by Tulsa World Media Company management.

23. In addition to the terms set forth in this Agreement, all advertising is subject to the terms set forth in Tulsa World Media Company's rate books for retail print advertising or digital ad products, as applicable.

The parties have agreed to the terms set forth above.

ADVERTISER

Name: _____

Signature: _____

Title: _____

Date: _____

TULSA WORLD MEDIA COMPANY

Name: _____

Signature: _____

Title: _____

Date: _____

APPROVED BY:

Tulsa World Media Company Management: _____

Date: _____

Additional Provisions on pages 1 and 2 are part of this agreement.