

Read.
Advertise. **Grow.**

Menus of Southwest Florida

ADVERTISING AGREEMENT

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Advertiser agrees to run the following advertising package for four consecutive issues.

PACKAGE INCLUDES:

- ✓ Full page and full color menu in print section
- ✓ Coupon in the back of the Menus of SWFL
- ✓ Online Coupon
- ✓ NDN promotional Email blast with link to entire Menu Guide including coupons
- ✓ Print and online campaign to our audience that promotes Menus of SWFL
- ✓ High visibility through wide distribution in the Naples Daily News and Bonita Daily News

PREMIUM POSITIONS: 8 page Glossy Cover

- | | |
|---|-----------------------------------|
| <input type="checkbox"/> Inside Front Cover | \$750 per issue for 4x contract |
| <input type="checkbox"/> Inside Back Cover | \$750 per issue for 4x contract |
| <input type="checkbox"/> Back Cover | \$750 per issue for 4x contract |
| <input type="checkbox"/> Center spread | \$1,200 per issue for 4x contract |
| <input type="checkbox"/> Page 3 | \$650 per issue for 4x contract |
| <input type="checkbox"/> Inside Page | \$550 per issue for 4x contract |
| <input type="checkbox"/> Inside Page | \$650 per issue for 1x contract |

STARTING ISSUE: JULY 2011 OCTOBER 2011 JANUARY 2012 APRIL 2012

TERMS:

1. Advertisers not fulfilling this agreement will be charged the one time issue rate of \$650.00 per ad for each ad published during this agreement.
2. Rates may be adjusted during the course of this contract with 30 days written notice. Upon receipt of such notice, Advertiser has ten (10) days in which to cancel this agreement with no penalty.
3. Advertiser can cancel at any time with thirty (30) days written notice. The appropriate rate will be assessed to the advertisements already published.
4. Failure to maintain a satisfactory credit record with the Naples Daily News will result in the loss of the position.
5. Advertiser agrees to pay a finance charge of 1.5% per month, 18% annually, on any balance more than 60 days overdue.
6. The Naples Daily News reserves the right to reject or cancel any advertisement at any time.
7. Any Advertisement cancelled after space reservation deadline will be billed at contract rate.
8. Advertiser or Advertiser's agent is solely responsible for the content of all advertisement and shall indemnify, defend and hold harmless the publisher from any claim or lawsuit arising out of advertisements.
9. Advertiser agrees to pay all cost incurred by the Naples Daily News for collecting any amounts not paid in the Agreement, including attorney's fees, together with all interest and penalties which may be determined to be payable in connection with this agreement.
10. In no event shall the Naples Daily News be liable to Advertiser for any incidental, consequential, indirect or special damages of any nature whatsoever, including, without limitation, lost business profits arising out of the publication of the advertisement hereunder, delays or failures in publication, or damages to any documents or other property of advertiser, whether in contract or in tort or under any warranty theory, in negligence or otherwise, even if the Naples Daily News has been previously advised of the possibility of such damages. In no event shall the Naples Daily News be liable to Advertiser for any damages, direct or otherwise, in excess of the total amount paid by advertiser to the Naples Daily News during the term for publication of advertisements hereunder.

Business Name _____ Account number _____

Authorized Signature _____ Date _____

NDN Authorized Signature _____ Date _____