

# ***DOWNTOWN DENVER NEWS***

*Serving LoDo, Downtown & Surrounding Communities*

## **ADVERTISING ORDER CONTRACT**

THIS ADVERTISING ORDER CONTRACT IS THE PROPERTY OF **Downtown Denver News, Inc.**  
D.B.A. **Downtown Denver News** (hereinafter the "Publisher").

ADVERTISER \_\_\_\_\_

ADDRESS \_\_\_\_\_ PH# \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CONTACT \_\_\_\_\_ TYPE OF BUSINESS \_\_\_\_\_

BILLING ADDRESS (if different) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

ISSUE(S) \_\_\_\_\_

SIZE OF AD \_\_\_\_\_ X \_\_\_\_\_

COST OF INDIVIDUAL AD \_\_\_\_\_

PRODUCTION CHARGES \_\_\_\_\_

TOTAL COST OF CONTRACT \_\_\_\_\_

PAYMENT TERMS: Due on receipt of invoice \_\_\_\_\_ (initial)

SIGNATURE \_\_\_\_\_ WITNESS \_\_\_\_\_

DATED: \_\_\_\_\_

### **COVENANTS**

#### **A. RATE POLICY AND FREQUENCY DISCOUNTS**

All contract and insertion orders are subject to approval of the Publisher. Advertising will be billed at the open rate unless a contract has been submitted for a specific frequency rate and time period. Frequency discounts are determined by number of consecutive insertions and advertiser orders. Advertisers are guaranteed a \_\_\_\_ time rate of \_\_\_\_ per month. **Advertisers may order nonconsecutive insertions to run every month and receive the frequency discount available for the next less-frequent order, known as a one-time rate.** Mixed sizes of ads in a campaign are welcome. The Publisher will give current advertisers written 30-day notice of any rate changes.

#### **B. PAYMENTS, CASH DISCOUNTS**

All verbal orders are considered binding. Payment must accompany all copy. Advertising agencies placing advertising for an advertiser guarantee payment due to the Publisher. Terms: 5% cash discount for full pre-payment of a multiple insertion contract at time contract is signed. Agency and/or advertiser will be responsible for any costs associated with collecting any amount past due.

**C. COPY RESPONSIBILITY**

Submission of copy is the responsibility of the advertiser. Copy from the last insertion will be run if new copy is not received on closing date. If no previous insertion, client is liable for cost of contracted space not used and space will be allocated at the discretion of publisher. Submission of copy to Downtown Denver News, 1550 Larimer Street, Suite 223, Denver, CO 80202, is the responsibility of the advertiser.

**D. COPY ACCEPTANCE**

All advertising is subject to approval by the Publisher. Advertisements are accepted and published upon the representation that the agency and/or advertiser is authorized to publish the entire contents and subject matter of advertisement. The agency and/or advertiser will indemnify and hold the Publisher harmless from any loss or expense resulting from claims or suits for defamation, violation or right of privacy, plagiarism, copyright infringement, unfair competition, unfair trade practices and infringement of trademarks, trade names, or patents.

**E. LIMITATION OF LIABILITY**

The Publisher will not be liable for any error in any advertisement published hereunder unless proof of such advertisement is requested in writing by the advertiser and returned to the Publisher prior to closing date. Such error or correction must be plainly noted in writing thereon. In that case, if any error so noted is not corrected by the Publisher, its liability shall not exceed the entire cost of such advertisement. Agencies and advertisers forwarding orders which contain incorrect rates or conditions agree that the advertising called for will be inserted and charged at the regular schedule of rates currently in force, and in accordance with current regulation. Failure to make an order correspond to current price or rules will be regarded only as a clerical error and the advertising will be inserted without further notification. The Publisher is not liable for any failure to publish or circulate all or any issue because of circumstances beyond its control.

**F. WAIVER**

The waiver by the Publisher of a breach by advertiser of any provision of this Agreement shall not be construed as a waiver of subsequent breach by advertiser.

**G. RELEVANT LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

**H. SEVERABILITY**

If any clause, phrase, provision or portion of this agreement or the application thereof to any person or circumstance shall not affect or render invalid or unenforceable the remainder of the Agreement and shall not affect the application of any clause, provision or portion hereof to other persons or circumstances.

**I. BENEFIT**

The provision of this agreement shall inure to the benefit of the Publisher, its successors and assigns, and shall be binding upon advertiser, advertiser's heirs, personal representatives, and successors.

**J. NOTICES**

Any notices, requests, demands and other communications in connection with this Agreement shall be made in writing and shall be deemed to have been given when delivered by hand or 48 hours after mailing at any general or branch United States Post Office, by registered or certified mail, postage prepaid, addressed as follow, or such other address as shall have been designated in writing by addressee:

If to Publisher:  
Downtown Denver News, Inc.  
1550 Larimer Street  
Suite 223  
Denver, CO 80202

If to Advertiser:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**K. ATTORNEY FEES AND COSTS**

In the event of any action, at law or equity, between parties hereto to enforce any of the provision(s) hereof, the unsuccessful party or parties to such litigation shall pay to the successful party or parties all costs and expenses, including but not limited to, reasonable attorney fees, incurred herein.

**L. COUNTERPARTS**

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall be constitute one agreement.

**M. ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements, and communications, whether oral or written, pertaining to the subject matter hereof; and this Agreement shall not be modified or amended except by written agreement of the Publisher and advertiser.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

**PUBLISHER**

*Samantha Martel*  
**Downtown Denver News Inc.**