



PEZ Portland Terms and Conditions

January 2021

CONTRACTS AND CONDITIONS

Signed contracts are required for all advertisements and will not run unless returned to the sales representative. Advertising on contract is subject to a change in rates. Please reach out to the PEZ Portland Digital Director for current rate card.

Upon contract generation, PEZ Portland ("Publisher") and Advertiser will agree to the publication of advertisement in the ad vehicle chosen, in accordance with the terms and conditions below and in the PEZ Portland rate card ("rate card") provided to Advertiser at the time Agreement is entered.

Advertisement. The Publisher will publish the advertisement provided by the Advertiser subject to approval by Publisher.

Duration. The Publisher will publish the advertisement for the period indicated in this Agreement.

Specifications. The Publisher will publish the advertisement according to the specifications indicated on this Agreement and the rate card.

Financial Responsibility. The Advertiser will accept financial responsibility for and pay all charges incurred by its orders placed with the Publisher during the life of this Agreement. The Advertiser understands that charges are due at reservation deadline or when the "Ad Order" is signed, whichever comes first. If for any reason the payment is late, the Publisher reserves the right to charge a monthly late fee of \$25 starting at 60 days past due (60 days from the reservation deadline or process date on ad order, whichever comes first). Late fee will occur monthly until the total charges owed (including ad charges, production fees, late fees, etc.) are paid.

Publisher does not accept sequential liability in any form or from any agency or buying company.

Production costs are marked via the ad order or email or other communication. The salesperson can only estimate the total production charges. The actual production charges are not known until the work is done.

Default and Remedies for Default. In the event the Advertiser does not run the contracted space stipulated, or fails to fulfill any terms of the Agreement, the Publisher will bill the Advertiser for all costs incurred prior to default. The Publisher will also bill the Advertiser for any discounts taken since the date of the Agreement.

Cancellation Deadline. Contracts may be cancelled before the reservation deadline. No contracts or reserved space may be cancelled after that date. Written cancellation is required. Latest previous advertisement will be repeated if materials are not received by deadline.

Rate Change. The advertising rate is subject to change; any rate change is effective immediately. At that time, the Advertiser may accept the new rate for the remainder of the contract term or cancel the contract and pay any applicable adjustment related to the reduction in the frequency of advertisement.

Indemnification. The Advertiser agrees to protect and indemnify the Publisher against any and all liabilities, claims, or demands relate to, or arising from the publication of the Advertiser's advertising, including, but not limited to, claims, liabilities, and loss and expenses (including counsel fees) for: misrepresentation; misstatements; infringement or violation on Fair Trade Laws or Copyright Laws; Fair Housing Amendments Act; libel; defamation; invasion of privacy; violation of Anti-Trust Laws or Trade Regulations; unfair competition, interference with an advantageous relationship or prospective advantage.

Attorney Fees. If any party to this Agreement breaches any term of this Agreement, then any other party shall be entitled to recover all expenses of whatever form or nature, costs, and attorney fees reasonably incurred to enforce the terms of this Agreement, whether or not suit is filled, including such costs or fees as may be awarded in arbitration or by a court at trial or on appeal.

Time of Essence. Time is of the essence for every provision contained in Agreements.

Governing Law. Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.

PEZ Portland policy states that the name PEZ Portland shall not be used as an address in advertising. It is the policy of PEZ Portland that it has absolute discretion to accept or reject any advertisement. Please refer to Advertising Guidelines document.

Entire Agreement. The Agreement (ad order, memo invoice, invoice, email confirmation, etc.) and the advertising rate card, incorporated herein by reference, constitute the entire agreement between the parties pertaining to the subject matter of any Agreement and supersedes all prior discussions, negotiations, understandings, representations, and agreements, whether oral or written. All terms of Agreements are contractual and not mere recitals.