

Merchants Exchange Building | 465 California Street, Suite 1600 | San Francisco, CA 94104 | 415-513-5497

DISPLAY ADVERTISING AGREEMENT

TERMS AND CONDITIONS:

1. Content and design acceptance:

The *Nob Hill Gazette* reserves the right to reject, cancel, or modify any advertising which in the opinion of the publisher does not conform to the standards of the publication. The publisher shall not be liable for damages if, for any reason, he fails to publish an advertisement.

2. Advertiser's responsibility:

The advertiser/agency assumes liability for all contents and subject matter of advertisements as submitted (if camera-ready) or as presented in proof copy (if designed by the *Nob Hill Gazette*). All advertisements must be clearly identifiable as such, with a trademark or signature of the advertiser. The word "Advertisement" will be placed with copy that in the publisher's opinion resembles editorial copy. In consideration of acceptance of advertisements for publication, the agency and advertiser will indemnify and hold harmless the Nob Hill Gazette, Inc. and its officers, employees, and agents against all loss, liability, damages, and expense of whatever nature arising out of the copying, printing, or publishing of its advertisements, including, without limitation, reasonable attorney's fees resulting from claims or suits for libel, violation of rights or privacy, plagiarism, and copyright and trademark infringement.

3. Billing terms:

Payment is to be made in advance unless credit is approved by the publisher. Ad charges are due and payable within ten days of receipt of invoice. After thirty days past due, a 1.5 % (18 % annual) service charge will be added to the unpaid balance.

4. Agreements:

To earn a frequency rate discount, the following conditions must be met. 1. The advertiser must sign an agreement form before placing the first ad to be billed at the discount rate. 2. The advertiser must comply with the agreement signed for the twelve-month period. 3. Ad copy must be submitted by the *Nob Hill Gazette's* published deadlines. 4. Full payment for each ad must be received before the next publication date. Failure to comply with these billing terms breaks the advertiser's agreement, and the advertiser will therefore be liable for retroactive charges for the price difference between the open rate and the rate originally contracted for on the agreement form.

5. Guaranteed placement:

A 15% fee will be charged for guaranteed placement, which must be confirmed by the advertising manager. It may not always be possible to meet requests for both color and special placement. The *Nob Hill Gazette* cannot guarantee placement requests unless they are accompanied by the required fee.

6. Late submissions:

Any ad submitted after the deadline will be billed at the full rate plus a \$25 late fee, unless an extension is granted by the advertising director.

7. Cancellations:

Client will be billed for reserved space and production work should cancellation occur after the camera-ready deadline. Cancellations of the back page must be given with at least 60 days' notice prior to materials deadline. Advertiser must pay for the insertion if a replacement sale can not be made before deadline.

8. Ad proofs:

If requested, proofs will be provided to advertisers whose ads require our production work or copy changes. Advertisers who submit copy after the deadline might not see a proof. Changes other than typographical errors will be made only if the deadline schedule allows and will be billed at the prevailing production rate. No credit adjustments will be made for errors which do not materially affect the content of the ad.

9. Billing & Payment Schedule/Terms: Net 30 Terms

Wire Details:

Name of Bank: First Republic Bank
Address of Bank: 44 Montgomery Street
City and State: San Francisco, CA 94104

ABA/ROUTING Number: 321081669
SWIFT Code: FRBBUS6S
Client Account Name: CLINTON REILLY COMMUNICATIONS

Client Account Number: 80003596020