

This agreement shall apply for all current rate schedules for advertising in the Florida Publishing Group, ie; The Tampa Tribune, Sunbelt Newspapers, Suncoast News, Centro, Hernando Today, Highlands Today, along with the terms and conditions on the reverse side that apply to advertising agreements. This agreement shall be automatically renewed upon fulfillment and at the end of the agreement period unless Advertiser indicates otherwise by initialing the nonrenewal option.

If total advertising performance exceeds commitment, advertiser will be upgraded to the next level upon meeting that level. Upgrades will be limited to one level and take effect the first day of the first billing period following performance at the upgraded level. Only advertising placed after the upgrade will qualify for the rates for the corresponding upgrade. If advertiser fails to meet agreed commitment within the agreement period, advertiser will be rebilled the difference between the rate billed and the rate earned for all advertising subject to this agreement. Adjustment will be made at the end of the contract term or at date of violation, in accordance with the current rate card schedule.

All advertising dollars invested with the Florida Publishing Group shall apply to the Advertiser's agreed dollar agreement, weekly frequency, preprint or niche publications agreement, in accordance with the rate schedules for all publications, products, vehicles, color and services contained in the current rate book, which is incorporated herein by reference and made part of this agreement. Execution of this contract authorizes The Florida Publishing Group business communications via email and fax.

All rates are net and non-commissionable. The advertiser agrees to invest and hereby authorizes the Florida Publishing Group to publish advertising as follows:

ANNUAL DOLLAR VOLUME INVESTMENT PROGRAM AGREEMENT

_____ Agrees to invest a minimum of \$ _____ for a period of one year from _____ .
(initial here) (date)

FREQUENCY AGREEMENT

_____ Agrees to advertise a minimum of _____ weeks/times (circle one), within a period of one year from _____ .
(initial here)

PRE-PRINT AGREEMENT

_____ Agrees to publish a minimum of _____ preprints within a period of one year from _____ .
(initial here) (date)

COLOR FREQUENCY AGREEMENT

_____ Agrees to publish a minimum _____ color ads at a frequency discount of _____
(initial here)
 within a period of one year from _____ .
(date)

This agreement has been executed by the parties hereto through their authorized representatives on the date first set forth above.

Firm name _____ Account # _____

Agency _____ Account # _____

Address _____

City _____ State _____ Zip _____ Type of business _____

Phone _____ Fax _____ Email _____

Signature of Firm _____ Date _____
(I agree to the terms and conditions on the reverse side of this agreement)

Print Name/Title _____ New Contract Nonrenewal

The Florida Publishing Group Management _____ Contract Type _____

Date _____ Account Executive _____

All polices, procedures and provisions detailed in the current rate card or on the back of this agreement are in full effect.

1. Retail advertising rates apply only to:

A. the sale of advertising space to any single firm or individual advertiser to promote its selling at retail directly to the public within the publisher's retail trading area. The publisher's retail trading area includes the counties of Hillsborough, Pinellas, Pasco, Hernando, Citrus, Polk, Hardee, Manatee, Sarasota and Highlands.

B. the sale of advertising space to promote some special interest or event occurring in the publisher's retail trading area, the cost of which is to be shared among multiple sponsors. Such advertising is acceptable at the sole discretion of the publisher and is acceptable only if the reference to individual sponsors appears only in a list of sponsor's names.

C. the sale of advertising space to promote retail sales directly to the public from on-going, non-transient inventories by a group of retailers in contiguous locations within the retail trading area.

2. National/State advertising rates apply to the sale of all advertising space that does not otherwise meet the criteria of paragraphs 1 or 2, above, including but not limited to the sale of advertising space to businesses not having an established or permanent location in the publisher's retail trading area. Classified advertising rates apply to all employment/recruitment advertising.

3. An advertising agency commission program is available to recognized advertising agencies for national advertising at 15%. Local advertising is non-commissionable. Decisions concerning recognition of advertising agencies and exceptions to the commission program, if any, shall be made by the publisher at its sole discretion. Contact the publisher's advertising director for details. Advertising agencies are responsible for payment of all advertising ordered on behalf of their clients, but the publisher reserves the right to hold the agency and the advertiser jointly and severally liable for all such payments.

4. Forwarding of an order by the advertiser is construed as an acceptance by the advertiser of all rates and conditions under which advertising space is at the time sold by the publisher. Failure to make an order correspond in price, or otherwise, with the applicable rate card is regarded only as a clerical error and publication shall be made and charged for based upon the rates and terms of the applicable rate card, without further notice. Special clauses in an order shall not be accepted if they relate to legal liability or circulation guarantees; the terms and conditions of any advertising contract prepared and tendered by the advertiser shall be inapplicable to the extent that they are inconsistent with the terms and conditions stated herein. Execution of the publisher's form advertising contract by the advertiser is construed as an acceptance of all rates and conditions under which advertising space is at the time sold by the publisher; provided, however, that to the extent said rates and conditions are inconsistent with the provisions of the publisher's form advertising contract, the provisions of the contract shall apply.

5. Submission of an advertisement to a sales representative of the publisher does not constitute a commitment by the publisher to publish the advertisement. Only publication of an advertisement constitutes acceptance of the advertiser's order. Publication of an advertisement does not constitute an agreement for continued publication. The publisher shall in no event be liable for failure to publish advertising when specified by the advertiser, provided that, if no advertising is published, any charges received therefore by the publisher shall be refunded.

6. The publisher shall not be responsible for orders, cancellations, or corrections given over the telephone. Written confirmations of orders, cancellations, or corrections must be received by the publisher in ample time to follow. Cancellations shall be allowed at no charge when received by the publisher no later than 24 hours after the regular deadlines. Cancellations received more than 24 hours after the regular deadlines and before 3 p.m. on the day prior to printing shall be subject to a charge of 25% of the cost of the space canceled. The publisher will accept no cancellations after 3 p.m. on the day prior to printing.

7. Acceptance and publication of advertising does not constitute any extension of credit. The publisher may, at its sole discretion, extend credit upon completion of an application for credit, and/or personal guarantees by the advertiser, and/or any additional information and references deemed necessary. The advertiser should allow seven working days for the processing of its credit application. When the publisher extends credit, payments are due by the 15th of the month following publication. Continuation of credit privileges is dependent upon full and prompt payment. The granting of credit from time to time is an accommodation to the advertiser, the terms of which may be changed by the publisher upon seven days prior written notice to the advertiser.

8. Except as otherwise provided herein, all bills for advertising are net and are due and payable upon submission of statement. A charge of 1.5% per month (which accrues to 18% annually) shall be made on all unpaid advertising when the account becomes 60 days past due, and such charge shall appear on the subsequent monthly statement.

9. When the publisher sets copy, a charge shall be made for the actual space occupied if such space is greater than the space specified in the order. If the actual space occupied is less than the space specified in the order, the publisher shall bill the advertiser for the extra space ordered. Subject to management approval, upside down copy will be accepted if in context with the ad.

10. Advertising rates are based on column inch size, fractional page size or number of lines. All measurements or dimensions provided herein are nominal and subject to change. The publisher reserves the right to decrease the page and column width along with the depth of the page, to increase or decrease the number of columns per page and to adjust the size of any advertisement to conform to the current page dimensions. All advertisements ordered will still maintain substantially the same proportion of the page less margins.

11. Positions and color may be requested for any page on which advertising is acceptable and shall be filled, if possible, depending upon editorial make-up and advertising space demands. Specifications on

orders barring the use of any page, or relating to the kind of news or advertising on the page are treated as requests only. Every effort shall be made to comply with such position requests. Subject to the provisions of paragraph 11 hereof, the publisher shall guarantee page position for an additional 25% of the cost of the advertisement for ads 1/4 page or larger, subject to availability; provided, however, that in no event shall exact placement on a page be guaranteed.

12. The publisher shall not be liable for discrepancies between any measurements or dimensions provided herein and the actual space occupied by any advertisement hereunder that do not materially affect the proportional visual impact of the advertisement. Claims for any adjustments based upon the publisher's changes to any advertisement with regard to content, size or position must be made no later than 30 days after the publication date containing the advertisement for which an adjustment is sought. If an adjustment is requested during the 30-day period, the publisher will determine if the claim is valid and make any adjustment the publisher deems appropriate.

13. The publisher will not be held responsible for erroneously billed advertising after 12 months.

14. The publisher reserves the right to amend or revise rates, terms, conditions, etc. upon 30 days written notice; all advertising contracts are accepted subject to this reservation. If said amendments are not acceptable to the advertiser, the advertiser may, by written notice to the publisher prior to the effective date of the amendments, cancel its advertising contract without liability for future obligations thereunder. Any agreements, rates, terms, or conditions not set forth herein or in the advertising contract between the advertiser and the publisher shall be void and of no effect.

15. The publisher reserves the right to edit, reject, or cancel any advertisement for any reason it deems sufficient, including but not limited to any advertisement deemed objectionable in subject matter, illustration, or phraseology.

16. Proofs may be furnished to the advertiser prior to publication of its advertisement. The purpose of such proofs is to provide the advertiser an opportunity to inspect for typographical errors and to make any price changes. The publisher shall make any other changes if time permits and at an additional charge. If the advertiser is furnished such proofs, the publisher shall not be held liable or responsible for any error in any published advertisement unless the advertiser's proof correction requests are returned in ample time before publication and are not met. Original art and logos can be designed. Design charge is \$300 and includes: two design versions in the native file and PDF format. Files will be presented on disk for the client's retention. The \$300.00 charge also includes up to two revisions. Additional revisions will incur an additional cost of \$75 per hour. Sales tax will be applied to art not published in the newspaper.

17. It is the advertiser's responsibility to examine its advertisement for any errors upon publication of the advertisement. The publisher shall not be held responsible for errors beyond the first publication date of a multiple insertion. Whether or not such proofs are furnished, the publisher shall assume liability for typographical errors ONLY for the first insertion of the advertisement, and its liability shall not exceed the cost of the space occupied by the error. In no event shall the publisher be liable or responsible for errors that do not materially affect the value of the advertisement or for errors due to omission of material by the advertiser. Requests for error adjustments must be made within seven days of the publication date. Error adjustments shall be given in the form of either (A) additional advertising space or (B) cancellation of the charge or refund of any payment for the advertising space involved. The publisher has the exclusive right to choose the appropriate form of adjustment.

18. In the event of the publisher's error advertising goods at less than the specified price, the publisher shall furnish a letter to the advertiser to be posted, noting the error and stating the correct price. The publisher shall not assume any liability for goods sold at the incorrect price.

19. All property rights arising from the creation or production of advertisement for the advertiser by the publisher, including but not limited to any copyright interest in any such advertisements which incorporate art work, creative ability, and/or typography furnished or arranged by the publisher, shall be the property of the publisher. No such advertisement or any part thereof may be reproduced without the prior written consent of the publisher. The publisher shall not be held liable or responsible for any original art work, drawings, or materials supplied by the advertiser that are left at the publisher's offices for over 30 days.

20. Political advertisements must be paid in advance of publication and shall be set as display advertisements. A political advertisement must clearly state (A) that is a "paid political advertisement," (B) the political party affiliation of a candidate for partisan office, (C) by whom the advertisement was paid, and (D) by whom the advertisement was authorized. In the event that the advertisement is not authorized by the candidate, his or her authorized political committee, or its agents, the advertisement must clearly state that it is not authorized by any candidate or candidate's committee and must include the name and residence address of the individual responsible for the advertisement. In no event may a political advertisement imply the incumbency of a candidate who is not in fact the incumbent. Newspaper plastic bags, front page notes and front page banner ads may not be used for political advertising.

21. Any advertisement that the Publisher deems to simulate news matter must have the words "Paid Advertisement" at the top of the advertisement. The publisher reserves the right to include such words if omitted by the advertiser. "Paid Advertisement" must appear once for a 2-column width ad, twice for a 3, 4 or 5 column-width ad and three times for a 6-column width ad in 10 pt. Helvetica font. The advertiser's failure to include such words may result in a charge for the additional space necessary to include them. In no event may the publisher's masthead or news type be used for advertising purposes.

22. No advertising contract is valid unless signed by the publisher's Advertising Director or an Advertising Manager. All advertising contracts must be made in the advertiser's name and signed and titled by an owner or officer of the advertiser. All advertisements are accepted for publication entirely upon the representation that the advertiser and its agency (if any) are properly authorized to publish the entire contents and subject matter thereof. The advertiser acknowledges and agrees that the space reserved under the advertising contract is to be used by the advertiser signing the contract and used exclusively for the advertiser's present business and cannot be sold, given, transferred, or assigned, in whole or in part, to any other firm, individual, corporation, or other entity.

23. Contracts must be endorsed by the advertiser and in the possession of the publisher in advance of the first published advertisement. Open rates apply until the contract has been accepted by the publisher. If the contract has not been activated within 30 days of the first published advertisement, open rate advertising will not be adjusted to contract rates.

24. The publisher may cancel any advertising contract at any time for reasons satisfactory to the publisher. If the contract is canceled because the advertiser defaults in payment of any amount when due thereunder, becomes insolvent, makes an assignment for the benefit of creditors, is adjudged bankrupt, or a receiver is appointed, then the advertiser shall pay at the rate earned. If the contract is canceled by the publisher for any other reason, the advertiser shall pay at the contract rate. The advertiser may cancel any advertising contract for any reason upon 10 days written notice to the publisher, in which event the advertiser shall pay at the rate earned.

25. The publisher shall not be liable for failure to furnish advertising space or to publish any advertisement due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause, including equipment failures or any mechanical or electrical breakdowns, beyond the publisher's control.

26. Key numbers and coupons in advertisements are accepted at the advertiser's risk.

27. In consideration of the publication of advertising, the advertiser and its agency (if any) hereby indemnify and agree to hold the publisher harmless against any and all liability, loss or expense from any violations of law, claims for libel, unfair competition, unfair trade practice, violation of rights of privacy or rights of publicity, infringement of trademark, trade name, copyright or other proprietary rights, or any of the claims, causes of action or the like arising directly or indirectly from the publication of advertising hereunder. The advertiser and agency (if any) further agree to pay the costs of any such actions, including but not limited to expenses and reasonable attorneys' fees for the counsel of the publisher's selection.

28. The advertiser agrees to hold the publisher harmless for all fees and expenses, including but not limited to expenses and reasonable attorneys' fees for the counsel of the publisher's selection, incurred by the publisher in enforcing payment of any amounts due under an advertising contract hereunder. It is agreed that the venue in any legal proceeding that may be taken to enforce an advertising contract hereunder shall be Hillsborough County, Florida. The laws of the State of Florida (without regard to any of its conflicts of laws provisions) shall govern the interpretation and enforcement of this contract in all legal proceedings.

29. Any federal, state or local tax imposed on advertising published hereunder shall be an additional charge to the advertiser, over and above the rates set forth herein.

30. The quantity of inserts required for each ZIP/zone distribution area is estimated prior to insertion date. The quantity of inserts charted per ZIP/zone area is calculated on actual preprints inserted. Advertisers should request a run-out. Spoilage of 2-5% may be requested in addition to required preprint quantities, but will not be charged unless inserted.

31. All inserts printed by any of our publications must include the following tagline: "Newspaper Supplement distributed in (one or more of the following publications) The Tampa Tribune, Community Newspapers, Hernando Today, Highlands Today, CENTRO, Sunbelt Newspapers and Suncoast News." Otherwise publications will charge and collect the applicable sales tax on printing and insertion charges.

32. Under no circumstances will brokered-space advertisements, those which are pre-sold by an outside party, be accepted for publishing.

33. Motion Picture/Theater - Rates apply to all multi-signature movie theater advertisements and cable channels, whether placed locally, by a movie distributor or studio. Multi-signature ads are those containing two or more independently owned theaters in the same advertisement. Individual movie theaters qualify for local retail display rates for single signature advertisements they place directly. Motion picture/theater rates are net and non-commissionable. No other frequency or discounted rates are available.

34. Adult Entertainment - Copy and illustrations must be approved by the Publisher prior to publication. All adult entertainment advertising is billed at the adult entertainment rates and must be pre-paid. No other frequency or discounted rates are available.

35. Holiday Advertising Rates - Sunday advertising rates will apply to Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.