

# Retail Advertising Rates

## Dollar Volume Contracts (per column inch)

Contract period is for 12 consecutive months.

Contract Level	Daily	Sunday/Holiday
Open	\$34.53	\$43.86
\$2,500	\$28.36	\$35.70
\$5,000	\$27.85	\$35.19
\$7,500	\$27.34	\$34.68
\$15,000	\$26.78	\$34.07
\$25,000	\$26.21	\$33.46
\$50,000	\$25.60	\$32.74
\$75,000	\$24.99	\$32.03
\$100,000	\$24.33	\$31.21
Non-Profit	\$22.50	\$24.50
Political/Government	\$27.50	\$33.50
CAP - Cooperative	\$35.65	\$43.50
Church	\$16.00	\$18.00

All advertising fulfills a Dollar Volume Contract

**Online Upload:** All ads are posted on TheBellinghamHerald.com

## Banners (Front Page/Section Front)

### A1 Banner

Contract Level	Daily	Sunday/Holiday
52-Week	\$350.00	\$460.00

### Other Sections with Color

Contract Level	Daily	Sunday/Holiday
Open	\$270.00	\$320.00
26-Week	\$215.00	\$245.00
52-Week	\$180.00	\$205.00

### Other Sections without Color

Contract Level	Daily	Sunday/Holiday
Open	\$185.00	\$240.00
26-Week	\$145.00	\$185.00
52-Week	\$120.00	\$155.00

## Color (Additional charge for color, depending on size.)

Rates are for color in The Bellingham Herald products unless otherwise specified.

	1 Color	Full Color
	Daily/Sunday	Daily/Sunday
Up to 16"	\$130/\$150	\$225/\$260
Up to 32"	\$180/\$200	\$295/\$320
Up to 65"	\$215/\$235	\$350/\$380
66" +	\$245/\$265	\$400/\$435

## Special Placement

### Information Box (3 col x 3.5")

52 Weeks **\$162.50**  
(incl. spot color when avail).

Rerun your ad a second day (Mon-Sat) for the same price.

### Channels

Front Cover 1/8 pg **\$168.30 (incl. full color)**  
Back Cover 1/2 pg **\$561.00 (incl. full color)**

**Pick Up Discount:** Pick up an ad without changes within seven days of the original run at 50% off the contract rate 3rd date within 7 days without changes is free. Excludes TOMA contract and color charge. Reverse discounts apply when Sunday/Holiday run is included.

**Holidays:** Sunday distribution, rates and policies apply to New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

See page 2 for Advertising Terms and Conditions.

# Advertising

Terms & Conditions

Effective 2013-01-25

**THE BELLINGHAM HERALD**  
BellinghamHerald.com

1155 N. State St., 2nd Floor

Bellingham, WA 98225

PHONE (360) 715-2237

## Newspaper's Advertising General Terms & Conditions

as listed [www.bellinghamherald.com/customer-service](http://www.bellinghamherald.com/customer-service)

### 1. Term

We and/or I, herein referred to as "Advertiser," do hereby contract with The Bellingham Herald Herein referred to as the "Newspaper," for advertising according to the option(s) below:

The Advertiser shall purchase a minimum of \$\_\_\_\_\_ per year or \_\_\_\_\_ weeks at the rates indicated in the Newspaper's rate schedule, which is incorporated herein by reference and made a part of this Agreement.  
COMMENCING on \_\_\_\_\_ and ENDING \_\_\_\_\_.

### 2. Payment

Prepayment is required unless credit is established beforehand by having completed and signed credit application approved and on file in our business office. Allow at least 10 days for credit approval. Ads can be run prior to credit approval with prepayment. Political advertising must be prepaid in all cases. Charged advertising is billed monthly for all space used during the preceding billing period. Payment in full is due upon receipt of advertising invoice/statement. Balances unpaid at the end of each billing period are subject to a late charge in the amount of 1½%. Accounts with a 60 day unpaid balances are subject to credit discontinuance without notice. Returned checks are subject to a Returned Check charge. In the event it becomes necessary to assign for collection any amounts unpaid under the terms of this agreement, the Advertiser agrees to pay necessary attorney fees and collection costs.

### 3. Rejection of Ad Copy

The Newspaper reserves the right to modify or reject at any time and for any reason including, but not limited to, libelous or other objectionable content any advertising copy submitted by the Advertiser.

### 4. Indemnification

Advertiser and Advertising Agency assume liability, jointly and separately, for the form and content of all advertisements published (including text, illustrations and photographs) and assume full responsibility for any and all claims, actions or damages arising there from. Advertiser and Advertising Agency, jointly and separately, agree to indemnify and hold the Newspaper harmless from all claims, actions or damages arising from or caused by publication of any advertisement placed by Advertiser or Advertising Agency, including but not limited to claims for libel, defamation, invasion of privacy, copyright, trademark or trade name infringement or violation or other claim based on intellectual property laws, unfair business practices or false advertising. Advertiser and Advertising Agency further agree, jointly and separately, to reimburse the Newspaper for all settlement of claims or satisfaction of judgments, together with all expenses incurred in connection with the defense of such claims including attorney's fees and costs of litigation. Without limiting the generality of the foregoing, Advertiser and Advertising Agency represent and warrant that any copy submitted is truthful and in compliance with all applicable laws and regulations.

### 5. Errors and Omissions

This Agreement cannot be invalidated for typographical errors, incorrect insertions or omissions in advertising published. If an error occurs in published advertising which was properly corrected by the advertiser on the advertising proof, the Newspaper's liability for such an error shall be limited to the cost of the advertising space occupied by the error. The Newspaper shall not be liable for omission of an advertisement submitted for publication except that the Newspaper shall credit Advertiser with the value of the omitted advertising space already paid for. Any rescheduled run of the omitted advertisement shall be at Advertiser's cost. Credit or adjustment is allowable for the first insertion only. All claims for adjustments for errors or omitted advertising must be made within thirty (30) days from the scheduled date of publication. The Newspaper shall not be liable for any general, special or consequential damages suffered by Advertiser due to advertising errors, omissions or refusal to accept all or portions of an advertisement.

### 6. Rate Card and Changes

**The advertising rates set forth in this agreement, and incorporated by reference hereto, are given in consideration for Advertiser's promise to use and pay for the amount of advertising revenue set forth above.** Should advertiser fail to use or exceed the amount of advertising revenue committed to, the rate will be adjusted in accordance with the then current Advertising Rate Card. Rebates are available only above \$3,600 contract level. Rebates will not exceed any current twelve (12) month contract period, or one (1) contract level. Rebates will be credited to account's billing. Companies participating in corporate franchise agreements shall have all short rates/rebates distributed equally among signed users unless the Newspaper is notified in writing otherwise. **The Newspaper may revise its advertising rate schedule at any time upon thirty (30) days written notice to Advertiser and Advertiser may, without penalty, cancel this Agreement at any time prior to the time the new rates become effective upon prior written notice to the Newspaper.**

### 7. Incorrect Rates or Order Forms

When orders are forwarded by Advertiser or its Agency which contains incorrect rates or conditions, the advertising called for will be inserted and charged at the correct rate in force governing such advertising as provided for in the Newspaper's rate schedule, as may be revised in accordance with the conditions contained herein.

### 8. Prepayment and Credit

All advertising shall be pre-paid. The effectiveness of this Agreement is subject to a satisfactory credit check on Advertiser or Advertising Agency. If credit is extended to Advertiser, payment in full is due ten (10) days net of the Newspaper's invoice. Delinquent accounts will be subject to suspension of credit and the Newspaper may withhold any scheduled advertising by Advertiser until all accounts are paid in full. All commercial accounts handled through Advertising Agencies are required to guarantee payment through their accounts. Amounts unpaid thirty (30) or more days after billing date are assessed a late charge of 1.5% per month (18% annual percent rate) and are subject to credit discontinuance without notice.

### 9. Payment and Collection for Advertising

In the event it becomes necessary for the Newspaper to institute proceeding against Advertiser or Advertising Agency for collection of amounts unpaid under the terms of this Agreement, the Newspaper may reject advertising copy and/or immediately cancel this Agreement and Advertiser and Advertising Agency agree to indemnify the Newspaper for all expenses incurred in connection with the collection of amounts payable under this Agreement, including court costs and attorneys' fees. If this Agreement is canceled due to Advertiser's failure to make timely payment, the Newspaper may rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.

### 10. Assignment and Subletting

Advertiser shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written permission of the Newspaper. Advertiser shall not sublet or resell any advertising space purchased under this Agreement.

### 11. Ownership and Retention of Rights

All advertising copy which represents the creative effort of the Newspaper and/or the utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of the Newspaper, including all rights of copyright therein and may not be sold, transferred or reused without prior written permission of the Newspaper.

### 12. No Sequential Liability

This Agreement renders void any statements concerning liability, which appear on correspondence from Agency/Advertiser. It is further agreed that the Newspaper does not accept advertising orders or space reservations claiming sequential liability.

### 13. Position Request

The Newspaper endeavors to grant all position requests, but does not guarantee such requests except upon application for guaranteed position which requires an additional charge of 25% for the cost of the advertisement. Guaranteed positions are limited. Adjustments will not be granted based on non-fulfillment of position request.

### 14. Force Majeure

In the event of flood, fire, strike or other emergency beyond the control of the parties which prevents performance of this Agreement by either party, the Agreement shall be suspended during the period(s) either party is unable to perform and the Agreement shall be extended for a like period of time. No liability shall arise between the parties by reason of such emergency suspension except for the obligation to extend the Agreement as set forth in this Agreement.

### 15. Taxes

In the event that any federal, state or local taxes are imposed on the printing of advertising material or on the sale of advertising space, such taxes shall be assumed and paid by Advertiser.

### 16. Resemblance of Editorial Matter

All Advertisements which, in the Newspaper's judgment, resemble news matter will have the word "Paid Advertisement" printed at the top of the advertisement.

### 17. Notice

Any notice by either party to the other party as required by the terms of this Agreement must be given in writing and shall be deemed given if sent by first class mail, postage prepaid, or if personally delivered to the party at the address set forth herein.

### 18. Entire Agreement

This Agreement constitutes the complete understanding of the parties and supersedes all prior agreements, understandings, negotiations and/ or arrangements between the parties and cannot be amended except in writing and signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

### 19. Acceptance

This Agreement is subject to acceptance by the Newspaper.

Updated 2013-01-23