

By placing an order or requesting an advertisement in *The Rogue Valley Messenger*, each advertiser and advertiser's agency agrees with the following:

1. **Reservation and Art Work Deadline:** Thursday, 5pm, one week before the next issue date. Payment is due at reservation.
2. **Cancellation Deadline:** Thursday 5pm, one week before the next issue date. *The Rogue Valley Messenger* reserves the right to charge for ads cancelled after deadline.
3. **Payment Deadline:** Payment of charges must be made at time of reservation. Once credit is established, billing will be monthly. Advertisement will not be run till payment is received and credit is established.
4. **Credit Terms:** Credit is established by successful payment of first month at time of reservation, or by full payment of contract. Once established, monthly billing is available. Payments are due in full 15 days from the invoice date. A finance charge of 1.5% will accrue beginning 30 days after the invoice date. 90 days after invoice date, unpaid invoices will be sent to collections. We may collect reasonable attorney's fees and collection charges that are incurred. Payment of all charges is the joint and several responsibility of the advertiser and their advertiser's agency. We will charge 35% on unpaid balances that require the use of a collection service.
5. **Ad-Building:** Only two revisions unless of an *RVM* mistake, per ad. If more are required, a one-time 15% design fee will be added to the client's invoice.
6. **Contracts must be fulfilled within one year from the date of the first insertion.** Frequency rates are nontransferable and cannot be used retroactively. If the contract is not completed, a reasonable "short rate" will be determined by and billed by *The Rogue Valley Messenger*, reflecting the frequency of ads run.
7. The advertiser and the advertiser's agency, jointly and severally represent and warrant to us that they and we have the legal right to publish the advertisement and each component thereof, and that any necessary written content has been obtained from any party whose image, likeness, artwork, copyrighted material, trademark, service mark, or personal or private information appears in our is referred to in the advertisement.
8. The advertiser and the advertiser's agency, jointly and severally, shall defend (using counsel acceptable to the *Messenger*) and indemnify *The Rogue Valley Messenger* and its directors, offices, employees, and agents from and against any and all loss, cost, damage, liability, and expense (including reasonable attorneys' fees) that may arise from any actual or alleged libel, violation of privacy rights, plagiarism, copyright or trademark infringement or any other claim or action relating to the advertisement.
9. *The Rogue Valley Messenger* is not responsible for ensuring that any advertisement does not violate the rights of any other party. Nevertheless, we reserve the right at any time to reject or revise any advertisement or advertising agreement in our absolute discretion.
10. *The Rogue Valley Messenger* is not responsible for typographical errors. In the event of printing errors, our liability is limited to a refund of a portion of advertising charges, (if already paid) reasonably corresponding to the portion of the advertisement materially affected by the error. Net rates only.