



ADVERTISING TERMS & CONDITIONS

1. **EFFECTIVE DATE.** This Contract shall not become effective until it is signed by an officer of NTA Services, Inc. (NTASI).
2. **ADVERTISING AGENCIES.** Any person signing this Contract as an advertising agent ("Agency") warrants that he/she has full power and authority as an agent of Advertiser to bind Advertiser to all of the terms and conditions of this Contract.
PAYMENT AND BILLING
 - A. **Joint Liability.** Advertiser and Agency executing this Contract are jointly and severally liable for payment of the amounts covered by this Contract.
 - B. **Manner of Payment.** Unless otherwise agreed to in writing and approved by an officer of NTASI, payments under this Contract shall be made by cash or check.
 - C. **Time/Late Payments.** Advertiser (and Agency executing this Contract in the event the Advertiser fails to make payments) agrees to pay the amounts covered by this Contract at the office of NTASI by the terms specified on the front of this Contract. Payments of amounts due shall be made on date (or dates) specified on the front of this Contract. Any late payments shall be subject to a finance charge of 3% per month.
 - D. **Billing.** Unless otherwise specified above, NTASI will bill Advertiser/Agency upon publication. All bills shall be deemed to be correct unless proved otherwise.
3. **TRADEMARK USE.** To the extent NTASI has granted Advertiser/Agency the rights to utilize any name, trademarks, service marks, trade names and logos (the "Trademarks") during the Term of this Contract, Advertiser/Agency agrees that such use will occur only as contemplated by this Contract and as approved in advance by NTASI. Advertiser/Agency will not acquire any rights in the Trademarks through such use and agrees to execute any assignment or other documents deemed necessary by NTASI. Any use by Advertiser/Agency of the Trademarks shall be limited to the continental United States.
4. **EFFECT OF BREACH**
 - A. **By Advertiser/Agency.** NTASI reserves the right to cancel this Contract at any time upon the default or delay by Advertiser or Agency in the payment of bills, or other material breach on the part of Advertiser/Agency of any of the conditions herein, and upon such cancellation all fees for work done by NTASI hereunder not previously paid shall become immediately due and payable. In the event of a cancellation by reason of a material breach by Advertiser/Agency, Advertiser/Agency shall pay to NTASI, as liquidated damages, a net sum equal to the actual out-of-pocket costs incurred by NTASI because of the breach of this Contract, together with any portion of the total advertising fee specified on the front of this Contract, which Advertiser/Agency has not yet paid to NTASI.
 - B. **By NTASI.** In event of a cancellation by reason of a material breach of this Contract by NTASI, NTASI shall pay the Advertiser/Agency, as liquidated damages, a net sum equal to the actual out-of-pocket costs paid by Advertiser/Agency because of the breach of this Contract.
 - C. **Limit on Damages.** Except as is specifically provided in this paragraph 5 or in paragraph 8 hereof (regarding indemnification against third-party claims) no party hereto shall have any claim for damages against any other party hereto (whether for breach of this Contract or otherwise) and the parties hereto agree that the liquidated damages specified in this paragraph are fair and that the actual damages incurred because of a breach of this Contract would be difficult or impossible to measure.
5. **INABILITY TO PERFORM; INVENTORY CHANGES**
 - A. **Unforeseen Events.** Should NTASI, due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, secondary boycotts, acts of God (whether or not such acts of God have occurred frequently or habitually or are of a common or seasonal occurrence), or for any reason, including but restricted to mechanical breakdowns beyond the control and without the fault of NTASI, be unable to perform any of its obligations hereunder, NTASI shall not be liable to Advertiser/Agency except to the extent of allowing a pro rata rate reduction or suitable "make goods" approved by the Advertiser/Agency. In the case of a rate reduction NTASI shall provide a pro rata reduction in the charge hereunder based on the benefits received by Advertiser/Agency as determined by NTASI's rate card.
 - B. Advertiser/Agency agrees that if for any reason there are any changes to the benefits to be provided to Advertiser/Agency at any time during the term of this Contract, NTASI, on behalf of Advertiser/Agency, will use its best efforts to acquire similar "make-good" benefits as are mutually agreeable to Advertiser/Agency and NTASI. If Advertiser/Agency and NTASI are unable to mutually agree upon any such "make-good" benefits, then NTASI will promptly give Advertiser/Agency a pro rata credit (or if necessary a refund of fees paid) for the benefits not already provided hereunder as determined by NTASI's standard rate card.
6. **PUBLICATION PREPARATION**
 - A. **NTASI Responsibility.** NTASI is responsible for providing publication space for advertising prepared by agent or Advertiser. Advertising production, talent charges, and service charges, if any, are not covered under this Contract but can be obtained for an additional service fee.
 - B. **Approval of Material.** Advertising prepared by Advertiser/Agency is subject to the approval of NTASI both as to artistic quality and to publication content. Any approval by NTASI hereunder shall not be deemed to be an approval as to conformity with any federal, state or local laws or regulations governing the advertising.
 - C. **Failure to Deliver Material - Publication.** In the case of publication materials, if NTASI has not received material for publication by the Deadline Date (to be provided to Advertiser/Agency by NTASI) or if copy corrections are submitted after the Deadline Date, NTASI shall not be obligated to publish the advertisement or the corrected advertisement, whichever the case may be. However, NTASI's failure to publish the advertisement or corrected advertisement due to the failure of Advertiser/Agency to meet the Deadline Date shall in no way relieve Advertiser/Agency of any of its obligations and duties under this Contract, including the obligation to pay the Contract price in full.
 - D. **Revisions to Advertisement.** Any revision, patching, repairing or special handling of digital art will be at the sole cost of the Advertiser/Agency.
 - E. **Positions/Timing of Advertisement.** Any requested positions or timing of advertisements are not guaranteed unless noted in the Contract.
7. **PUBLICATION LIABILITIES**
 - A. **Indemnification by Advertiser/Agency.** Advertiser/Agency will hold and save NTASI and its affiliates, officers, employees and agents harmless against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from: (i) publication of Advertiser's advertisements in the form furnished by Advertiser/Agency including, without limitation, any and all claims or liabilities for libel, slander, illegal or unfair competition or trade practices; infringement of trademarks, trade names, service marks or program titles; violations of rights of privacy or publicity; infringement of copyrights, and/or other proprietary rights and any advertisement which is otherwise contrary to law; (ii) breach by Advertiser/Agency of any of the provisions of this Contract.
 - B. **Indemnification by NTASI.** NTASI will hold and save Advertiser/Agency and their respective affiliates, officers, employees and agents harmless against all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from breach by NTASI of any of the provisions of this Contract.
 - C. **Survival.** The provisions of this paragraph 8 shall survive any cancellation or termination of this Contract.
8. **GENERAL**
 - A. **Entire Agreement.** This Contract contains the entire understanding of the parties with respect to the subject matter hereof and may be amended only by written instrument duly executed by the parties.
 - B. **Subject to Federal, State and Municipal Laws.** This Contract is governed by Kentucky law and is subject to all federal, state and municipal laws and regulations now in force, or which may be enacted in the future.
 - C. **Assignment and Waiver.** This Contract, including the rights under it, may not be assigned or transferred by Advertiser/Agency without first obtaining the consent of NTASI in writing; nor may NTASI be required to advertise hereunder for the benefit of any other advertisers than the one named on the face of the Contract. Failure of NTASI or Advertiser/Agency to enforce any provision herein shall not be constructed as a general relinquishment or waiver as to that or any other provision.
 - D. **Handling of Property and Mail.** NTASI shall exercise normal precautions, but shall assume no liability for losses or damages to advertising material or other property furnished by Advertiser (or its agency) in connection with NTASI's activities hereunder and Advertiser/Agency shall reimburse NTASI for all expenses incurred by NTASI in connection with the handling of such materials.