

**THE PALM BEACH POST**  
**RETAIL ADVERTISING CONTRACT**  
**2751 South Dixie Highway, West Palm Beach, Florida 33405**  
**P.O. Box 24700, West Palm Beach, FL 33416-4700**  
**Phone (561) 820-4300**

This is an agreement ("Agreement") between the undersigned advertiser ("Advertiser") and Palm Beach Newspapers, Inc. ("Publisher"), d/b/a The Palm Beach Post and is effective the first day of May 2006 (Effective Date). Publisher agrees to sell and Advertiser agrees to purchase advertising in The Palm Beach Post, subject to the terms and conditions set forth in this Agreement and those stated in The Palm Beach Post's advertising information Internet web site, www.palmbeachpostadinfo.com (the "Advertising Information Web Site") and the "line of business" Pricing Schedule applicable to Advertiser's line of business set forth below (the "Current Pricing Schedule"), which is available on the Advertising Information Web Site. Advertiser hereby acknowledges having received and read the terms and conditions of this Agreement, The Advertising Information Web Site and the Current Pricing Schedule, a copy of which is attached to this Agreement, which hereby are incorporated into and made a part of this Agreement.

Advertiser agrees to purchase advertising from the Publisher for an initial period of twelve (12) months commencing on the Effective Date at an annual expenditure of not less than \$ 477,000 during such initial period (the "Annual Revenue Commitment"). Advertiser shall receive the volume rate(s) in the Current Pricing Schedule corresponding to the Annual Revenue Commitment, which shall apply to Advertiser's full run display advertising purchases during the twelve-month period. Additional incentives can be earned for ad frequency within a 7-day period per the Current Pricing Schedule. Pricing for other than full run display advertising is per other pricing schedules.

Advertiser shall receive credit toward fulfillment of the Annual Revenue Commitment based on the total of all Advertiser spending in the Palm Beach Post during the initial twelve-month period, including all spending in ROP, Zone, Notables, Neighborhood Post, TV Post, Color Comics, Preprints (excluding commercial printing charges), Special Sections, On-line and Classified Advertising.

**ADVERTISER INFORMATION**

Account Number	<u>09-516583</u>	Advertiser Name	<u>School Board of Palm Beach County</u>
Line of Business	<u>Non-Profit</u>	Standard Industry Code (SIC)	<u>8211-03</u>
Category Code	<u>RN</u>	A.R.C. Level	<u>29</u>
		Expiration Date	<u>April 30th 2007</u>
Address	<u>3300 Forest Hill Blvd.</u>		
City	<u>West Palm Beach</u>	State	<u>FL</u>
		Zip Code	<u>33406</u>
Office Phone	<u>561-434-8227</u>	Fax	<u>561-434-8651</u>
Cell Phone		E-mail Address(es)	<u>harrington@palmbeach.k12.fl.us</u>
Applicable Affiliate accounts	<u>08-203895, 20-317021, 20-213501, 20-248183</u>		

**MARKETING CONSENT AGREEMENT**

By signing below I certify that I am the owner or authorized representative of the Advertiser, and I hereby grant on behalf of the Advertiser its express permission and consent to receive advertising offers and other information via direct mail, telephone, email, and facsimile transmission from The Palm Beach Post or any other business operated by Publisher. I agree that such information may be transmitted to the mailing and email address(es), telephone number(s) and facsimile number(s) listed above or to any other contact addresses and numbers used by the Advertiser. I further represent that the Advertiser is the owner or lessee of the facsimile equipment that will be used to receive fax messages at the numbers noted above, or is the authorized representative of the equipment owner or lessor.

**SUBJECT TO ADDITIONAL TERMS AND CONDITIONS ATTACHED. PLEASE READ CAREFULLY**

**PALM BEACH NEWSPAPERS, INC.**

**ADVERTISER**

BY \_\_\_\_\_  
 Authorized Advertising Manager      Date

BY \_\_\_\_\_  
 Authorized Signature(s)      Date

BY \_\_\_\_\_  
 Account Executive      Primary AE #

Thomas E. Lynch, Board Chairman  
 \_\_\_\_\_  
 Print Authorized Name(s)

For office use only R \_\_\_ SU \_\_\_ SD \_\_\_ N \_\_\_

**The Palm Beach Post**  
**RETAIL ADVERTISING CONTRACT**  
**Terms & Conditions**

**2751 South Dixie Highway, West Palm Beach, Florida 33405**  
**Palm Beach Newspapers, Inc., P.O. Box 24700, West Palm Beach, FL 33416-4700**

**1. Expiration and Renewal.** This Agreement will expire on the expiration date agreed to hereunder. Upon expiration, Publisher will determine whether Advertiser has earned a higher rate as governed by the terms in (3b) below. Advertiser and Publisher will then have a 30-day grace period to negotiate a new contract. During this 30-day grace period, Advertiser will be billed for advertising space based on one of the following two scenarios. 1) If Advertiser fails to meet their commitment, they will be billed at their actual earned rate, which shall be higher than the previous rate charged for advertising under the agreement 2) If Advertiser fulfills and/or exceeds their commitment they will be billed at their original contract rate. If a new contract is not negotiated by the end of the 30-day grace period, all subsequent advertising will be billed at Open Rates as shown in the Current Pricing Schedule until such time that a new contract is in effect.

**2. Advertiser's Representations.** If Advertiser is a bona fide agency acting on behalf of a client named in the Agreement, Advertiser warrants and agrees that it has express actual as well as apparent authority to place such advertising on behalf of its clients and that both Advertiser as agent and client as principal agree to be jointly and severally liable for the performance of this Agreement including all payments, rebilling, adjustments, and other terms and conditions. If Advertiser is a corporation, it shall promptly notify the Publisher in detail of any changes or matters affecting its corporate status or credit, of any changes in its officers or resident agent, or any contracted sale of a substantial portion of its assets, and/or of any known contemplated or contracted substantial transfer of stock or control.

Advertiser represents, warrants and agrees that this Agreement is solely for the benefit of the Advertiser or, if Advertiser is a bona fide agency acting on behalf of a client, for the benefit of the specific client named in this Agreement.

**3. Payment Terms.** Publisher agrees to charge and Advertiser agrees to pay for advertising distributed or published under this Agreement as set forth below:

(a) If Publisher in its sole discretion chooses to extend Advertiser credit and has given Advertiser notice that Advertiser has established credit with Publisher, then payment for advertising shall be due and made at Publisher's office at the above address in West Palm Beach, Florida on or before the last day of each month for advertising space used by the Advertiser during the preceding month. The monthly billing shall be made at the rates (herein called the "contract" rates) set forth in the Current Pricing Schedule in effect at the time said advertising is published, and the Advertiser has agreed to use as set forth in this contract. Notwithstanding such credit arrangement, if Publisher deems itself insecure for any reason, then Publisher shall have the right to require Advertiser to pay in advance on terms satisfactory to Publisher, or to otherwise modify payment terms for all advertising thereafter placed under this Agreement.

~~(b) Notwithstanding the terms of (3a) above, if Advertiser earned a higher rate due to attaining less advertising space during the term than agreed hereunder, then after termination of this Agreement and provided Advertiser has satisfactorily met all other terms and conditions hereof Advertiser shall pay to the Publisher promptly on demand, any difference resulting by reason of the application of such higher rates. Such backrates are applicable to full run advertising only. Standby ads and Special Sections will contribute to achievement of the volume rate. However, any backrates will not apply to Standby ads and Special Sections, which are typically sold at discounted rates.~~

(c) Advertiser will be invoiced on a monthly basis. Accounts more than 37 days past due shall bear interest at a rate of 1.5% per month (18% per year). Claims for errors in billing must be made within 30 days of date of invoice. Otherwise, claims will not be considered.

**4. Collection.** If advertiser shall fail to pay any bill when due the Publisher may terminate this contract without notice and Advertiser shall upon demand pay the Publisher for all advertising space actually used by Advertiser, the cost thereof figured at the ~~Open Contract Rate as shown in the Current Pricing Schedule. Advertiser hereby agrees to pay and indemnify the Publisher for all costs and expense it may incur to enforce collection of any amount due under this contract should any past due bill be placed in the hands of an attorney for collection, Advertiser agrees to pay reasonable attorney's fees and all other cost and expenses incurred in such collection.~~

**5. CHANGES TO RATES AND OTHER TERMS.** ALL TERMS AND CONDITIONS OF THIS AGREEMENT ARE PRINTED HERewith OR OTHERWISE SET FORTH IN THE ADVERTISING INFORMATION WEB SITE OR THE CURRENT PRICING SCHEDULE, AND THE PUBLISHER WILL NOT BE BOUND BY ANY AGREEMENT OR PROMISE NOT THEREIN STATED. NOTWITHSTANDING THE FOREGOING, THE PUBLISHER RESERVES THE RIGHT TO INCREASE THE RATE TO BE CHARGED OR AMEND THE TERMS AND CONDITIONS AS SPECIFIED IN THIS AGREEMENT, THE ADVERTISING INFORMATION WEB SITE OR IN THE CURRENT PRICING SCHEDULES UPON THIRTY (30) DAYS WRITTEN NOTICE TO ADVERTISER. IF THE PUBLISHER EXERCISES THIS RIGHT, ADVERTISER MAY, AT ANY TIME WITHIN SAID THIRTY (30) DAYS, BY WRITTEN NOTICE TO THE PUBLISHER CANCEL THE REMAINDER OF THIS CONTRACT WITHOUT PENALTY. IN THAT EVENT, THE CONTRACT RATES SHALL APPLY TO ALL ADVERTISING SPACE USED HEREUNDER BY ADVERTISER PRIOR TO SUCH CANCELLATION AS IF FULLY EARNED.

**6. Intellectual Property.** All right, title and interest, including copyright to all advertisements inserted which, in whole or part, represent the creative effort of the Publisher or contain material prepared by the Publisher, shall belong to Publisher, and upon Publisher's request, Advertiser (on behalf of itself and, if an agency, on behalf of its client) agrees to assign such rights to Publisher and cooperate in Publisher's efforts to perfect its rights. Advertiser shall not authorize photographic or other reproduction of any such advertising, or any part thereof, in any other publication without the express prior written consent of the Publisher.

**7. Publisher's Right to Review, Edit and/or Reject Advertising.** Publisher may, at its sole discretion, review all advertising or preprinted material submitted by Advertiser hereunder to determine whether the same complies with Publisher's copy acceptance policies, whether or not such policies are known to Advertiser, including ~~without limitation~~ the terms, provisions and conditions set forth herein and in the Advertising Information Web Site or the Current Pricing Schedule. Publisher reserves the right, in its sole discretion to classify any or all advertising or preprinted material submitted hereunder and to ~~edit, revise or~~ reject any or all advertising or preprinted material submitted hereunder, and to change any of its copy acceptance policies without notice to Advertiser.

Initial \_\_\_\_\_, \_\_\_\_\_

**8. Warranties and Indemnification.** Advertiser represents and warrants that it owns all right, title and interest to advertising submitted hereunder, that all facts in such advertising shall be true and correct and that the content of such advertising shall not violate any law or infringe the rights of any third party. Advertiser will defend, indemnify and hold Publisher harmless from and against any and all liability, loss or expense from all claims arising out of or related to the content of the advertising, including without limitation, claims for libel, unfair competition, infringements of trademarks, copyrights and other intellectual property rights, violations of rights of privacy and from any other claims, causes of action or the like arising from advertiser's breach of the terms and conditions of the Agreement or from the publication or distribution of preprints hereunder, ~~including without limitation, actual attorneys' fees.~~

**9. Cancellation Policy.** Any advertisement cancelled by the Advertiser after deadline will be subject to an invoice for the full cost of the space originally reserved.

**10. Limitation of Liability.** The sole liability and obligation of the Publisher for any breach of the terms, provisions and conditions contained in the Agreement including without limitation those in the Advertising Information Web Site or the Current Pricing Schedule, or for any act or omission with respect to any advertisement or preprinted material submitted hereunder, including without limitation any mistake or error in a published advertisement, any late or untimely publication of an advertisement or distribution of preprinted materials, or any failure to distribute preprinted material, shall not exceed the cost of such advertising or distribution service hereunder. In no event shall the Publisher be liable to the Advertiser or to any other party for direct, indirect, special or consequential damages of any kind, including without limitation those arising from any breach of this Agreement or from any act of omission of the publisher with respect to an advertisement or preprinted materials submitted hereunder. The Publisher will not be liable for more than one incorrect insertion unless it is notified of the inaccuracy sufficiently prior to the next insertion of the advertisement for Publisher to change or remove it.

Publisher will make commercially reasonable efforts to afford advertising position desired. However, under no circumstance shall position be guaranteed or advertising be accepted subject to position. Failure to comply with position request will not result in a "make-good" or refund of payment.

If any federal, state or local governmental entity with taxing authority over the services provided under this Agreement imposes a tax directly on those services, including without limitation a tax upon gross receipts where such receipts include advertising or distribution, Publisher may pass the amount of such cost on to Advertiser, and Advertiser shall promptly pay that proportion of such cost which Advertiser, under this Agreement, bears to the total advertising or distribution for the same period or periods.

**11. Miscellaneous.** Nothing stated herein shall be deemed to create the relationship of partners, joint ventures, employer-employee or franchiser-franchisee between the parties. The warranties, indemnification obligations and limitations of liability shall survive the termination or expiration of this Agreement. All notices that either party may be required or may desire to serve upon the other may be served personally or by U.S. mail to the addresses on the first page of this Agreement. The Agreement shall be governed by the laws of the State of Florida, without regard to its conflict of law provisions. Should any portion or part of any provision of this Agreement be void or unenforceable, such provision, or part thereof, shall be restated to match most closely the intentions of the parties, and the remainder of this Agreement shall continue in full force and effect. The titles of the sections of this Agreement are presented for convenience only, and shall not affect the interpretation of any section of this Agreement or this Agreement itself. This Agreement cancels and supersedes all previous agreements for the advertising or distribution service designated above between the Advertiser and the Publisher. Any changes in the terms or conditions of this Agreement except those authorized herein or in the Advertising Information Web Site or the Current Pricing Schedule must be in writing, signed by the contracting parties and submitted as an appendix to the Agreement. *Venue shall be in Palm Beach County Florida.*

This contract represents the entire agreement between the parties concerning the subject matter, and shall not be binding upon the Publisher unless and until it is accepted and signed on behalf of the Publisher in the space provided therefore by Publisher's advertising Manager or his designee at the Publisher's Home Office in West Palm Beach, Florida. In the event of conflict or ambiguity between this Agreement and any earlier agreement or the Advertising Information Web Site or the Current Pricing Schedule, other than changes made pursuant to Paragraph 5, the terms of this Agreement shall control.

It is expressly agreed that neither Advertiser nor Publisher, nor their respective agents and representatives, shall disclose in any manner the terms and conditions of this Agreement to anyone not a party to it.

**12. Fees.** Rates included in this Agreement or in the Current Pricing Schedule do not include any network sales commission, transaction or other such fees, which shall not be the responsibility of the Publisher unless so specified and agreed to in writing. Initial \_\_\_\_\_, \_\_\_\_\_

*Kalish* 5/1/06  
**Reviewed and Approved  
as to Legal Sufficiency**