

Township of South Orange Village
THE SOUTH ORANGE GASLIGHT NEWSLETTER

ADVERTISING AGREEMENT

This Agreement is entered into between _____, located at _____, South Orange, NJ 07079 (the "Advertiser") and the Township of South Orange Village (the "Township"), publisher of "The South Orange Gaslight" newsletter (the "Gaslight"), subject to the following conditions:

1. All Gaslight advertising material (the "Material") is subject to the Gaslight Advertising Policy (attached hereto as Exhibit A) and may be rejected by the Village Administrator for a failure to comply with that policy.
2. Cost for placement of advertising is pursuant to the Gaslight Advertising Rate Card in effect at the time Material is accepted for publication. Rates do not include any required production costs.
3. Unless otherwise mutually agreed upon in writing, full payment by Advertiser is due when Material is accepted for publication by the Gaslight and is non-refundable after the Gaslight advertising submission deadline. Refunds requested for cancelled, unpublished advertising shall be based on a pro rata refund by applying the single-issue advertising insertion rate to all previously published advertisements.
4. Township's responsibility for errors in advertisements:
 - (a) The Township shall not be responsible for errors contained in print-ready Material submitted for publication.
 - (b) The Township shall not be responsible for errors evident in proofs submitted to the Advertiser for approval.
 - (c) The Township, at its option, may refund the cost of advertising or republish a corrected advertisement where a substantive error in an advertisement is the fault of the Gaslight. The Advertiser shall have no other remedy for errors and the Gaslight and Township shall not be responsible for damages whether direct, consequential or otherwise.
5. THE ADVERTISER WARRANTS THAT IT HAS THE LEGAL AUTHORITY TO CAUSE PUBLICATION OF THE MATERIAL SUBMITTED, IS THE OWNER OF ANY TRADEMARK, TRADENAME, SERVICEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY CONTAINED THEREIN AND HEREBY INDEMNIFIES AND HOLDS HARMLESS THE TOWNSHIP, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS MADE BY THIRD PARTIES BY REASON OF THE PUBLICATION OF THE MATERIAL SUBMITTED.

Township of South Orange Village

Date: _____, 20__

By: _____ (signature)

Full Name: _____ (print)

Advertiser

Date: _____, 20__

By: _____ (signature)

Full Name: _____ (print)

Advertisement Size in Units: _____

_____ units wide x _____ units vertical

Advertisement Gaslight Issue Dates (check all that apply & note years):

Jan/Feb Mar/Apr May/June Jul/Aug Sep/Oct Nov/Dec

For add-on Agreement, indicate prior Agreement date: ____/____/____

EXHIBIT A

**Township of South Orange Village
THE SOUTH ORANGE GASLIGHT NEWSLETTER**

ADVERTISING POLICY

Advertising space is offered in “The South Orange Gaslight” newsletter for commercial and public interest advertisements solely for the benefit of South Orange businesses, non-profit organizations, and residents. The Township of South Orange Village (“Township”) reserves the right to reject any advertisement which is deemed obscene, offensive, misleading, or is in any way inconsistent with this policy. Advertising space may be limited and the Township reserves the right to select advertisements for optimum space utilization. Space will be reserved for advertisements for consecutive placement not exceeding 12 consecutive months.

ADVERTISING RATE CARD

There are 20 advertising units per page; i.e. each unit is 1/20 of a page.

I. Pre-paid Advertising Commitment

Advertising commitment must be made and paid for in advance:

<u>Pre-paid Commitment</u>	<u>Pre-paid Rate Per Issue</u>
2 issues (minimum)	\$125 per Advertising Unit (\$250 total)
3, 4 or 5 issues	\$100 per Advertising Unit (\$300/\$400/\$500 total)
6 issues	\$75 per Advertising Unit (\$450 total)

II. Sequential, Pre-paid Advertising Commitment

Sequential *add-on* advertising commitments and payments can be made, for which discounted unit prices apply only to *incremental, sequential* advertising commitments (i.e., not previous advertising commitments):

<u>Pre-paid Commitment</u>	<u>Pre-paid Rate Per Incremental Issue</u>
Issues 3, 4 and 5	\$100 per Advertising Unit
Issues 6+	\$85 per Advertising Unit

Sequential advertising commitments are subject to the following conditions:

- Contractual commitments must be for advertising placed in sequential editions without interruption.
- Contractual commitments must be made 14 calendar days prior to the customary closing deadline for advertising commitments.