

# 2016 Terms & Conditions / Contracts / Policies

## Miami Herald / el Nuevo Herald

### Advertising Terms and Conditions

Ownership of Ads MHMC retains all rights of ownership in and to all advertisements designed or created by MHMC. Advertiser grants MHMC a nonexclusive license to publish all camera-ready advertisements provided by Advertiser (or provided on Advertiser's behalf) to MHMC. MHMC is not obliged to return ads or ad materials to Advertiser and MHMC is not responsible for any damage or loss to any ads, copy, drawings, art or any other materials provided by Advertiser.

### Late Ads

Advertising copy must be submitted to the Miami Herald prior to our published deadlines as may be revised. We retain the right to omit all late copy when not received in time to conform with our schedules.

### MHMC's Rights Regarding Mechanical Specifications

MHMC reserves the right to alter any printed advertising material due to press/production requirements. This reservation of right includes the MHMC's right to reduce the size of any advertisement as long as the advertisement maintains the same proportion of the entire page. Advertising will be billed based on the space reserved/ordered. Acceptance/Rejection of Advertising MHMC reserves the right to revise, alter or reject any advertisement for any reason whatsoever, or to omit ads without notice. MHMC may cancel any ad at its sole discretion, even if previously accepted for publication. Advertising copy not timely submitted by Advertiser will be excluded.

### Payment Terms

All invoices (including applicable sales taxes) are due on the 20th of the month following insertion(s) and if not paid by the 30th day of the month following the date of insertion(s) will be late (except for accounts designated by MHMC as weekly which are due within 7 days of the invoice date). Late amounts will bear interest at the maximum rate allowed by law. Advertiser shall pay all applicable taxes. If any invoice is not timely paid, then MHMC reserves the right to suspend its performance at any time and/or cancel this Agreement without notice. In the event of such a cancellation, all charges for advertising since the 1st Run Date will be re-invoiced to reflect the Corrected Rate, as described herein. All disputes of any kind must be reported in writing to MHMC no later than 30 days from the date the invoice containing such disputed item or such item will be deemed correct and conclusively accepted by Advertiser. Advertiser waives any claim after said 30-day period. Submission of a written dispute notice by Advertiser shall not relieve Advertiser of its obligation to timely pay all undisputed amounts. Credits, refunds or payments must be used or claimed within 2 years from the date of such credit, refund or payment or shall be deemed to have been earned and correctly applied or paid. Unless agreed in writing, multiple discounts shall not apply for the same advertising purchase. MHMC is not obligated to extend credit to Advertiser unless requested in writing. If Advertiser breaches this Agreement, Advertiser agrees to pay all of MHMC's collection agency fees and expenses, investigation, court and litigation expenses along with attorney fees equal to the greater of: (i) 25% of the amount owed, or (ii) the amount awarded by the court.

### Acceptance/Rejection of Advertising

MHMC reserves the right to revise, alter or reject any advertisement for any reason whatsoever, or to omit ads without notice. MHMC may cancel any ad at its sole discretion, even if previously accepted for publication. Advertising copy not timely submitted by Advertiser will be excluded. Special position for advertising is not guaranteed but may be available for a premium and if agreed to in writing.

### Publication Errors and Omissions

MHMC is not liable for any omission of all or any portion of any ad, nor is MHMC responsible for orders, cancellations or corrections given by telephone, facsimile or telegraph. MHMC is also not liable for any error in a published ad unless an advertising proof is requested in writing. Advertiser clearly marks any error in the advertising proof for corrections, and MHMC is notified of the error in sufficient time before publication, in which case Advertiser's sole remedy is an appropriate credit to the extent of the error up to the cost of the first insertion of the error (if there is more than one incorrect insertion, credit shall be allowed only for the first incorrect insertion).

### Copyrights

Advertiser hereby grants a non-exclusive license to MHMC for all copyrights and other ownership rights in any advertisement of Advertiser which is submitted for insertion in any publication of MHMC, including the right to publish, reproduce, display, adapt, transmit, or produce derivative works in any medium, including any digital electronic medium. Advertiser authorizes MHMC to bring suit in MHMC's discretion and at MHMC's expense for any unauthorized use, reproduction, display, distribution, or performance of the advertisement as it appears in the Newspapers or for its unauthorized alteration. Obligations of the Advertiser Advertiser agrees to indemnify MHMC for any and all costs, claims, damages, and/ or liability claimed against or incurred by MHMC as a result of MHMC's publication of any ad copy submitted by Advertiser (or submitted on behalf of Advertiser) to MHMC. Advertiser represents, warrants and guarantees that any ad copy so submitted to MHMC is accurate, truthful and in compliance with all copyright laws and all other applicable laws and regulations. Unavoidable Nonperformance MHMC is not liable for failure to publish ads or distribute its publications because of flood, fire, riots, strikes, terrorists, storms, shortages of material, orders of government, failure of transportation, acts of God or other causes beyond MHMC's control. In such an event, this Agreement will be extended for a period equal to the time during which such performance was not possible. Credit Cards you may charge your ads to your American Express, Discover, MasterCard or the Visa card.

## Clerical Errors

Incorrect rates on advertisements, which do not correspond to the rate card or as, otherwise specified in this Agreement, will be regarded as clerical errors and such advertisements will be charged at the applicable rate for such advertisement at the time of the signing of this Agreement.

## Advertising Agencies

The obligations of Advertiser and its advertising agency (if any) hereunder shall be joint and several. For complete Advertising Terms and Conditions, see individual advertising agreements.

## Insert Requirements

All preprint, P&D, Herald Notes and home delivery bags insertion orders require specific instructions to manage handling of shortage or overage quantities.

## National Advertising

- For all advertising agencies recognized by the Miami Herald and el Nuevo Herald, a 15% commission will apply to all National space and color rates.
- Agencies are required to provide camera ready art.
- Payment in full is required by the 20th of the month following billing.
- Insertion orders containing disclaimers are not accepted and agencies are responsible for payment of invoices for advertising placed by them on their behalf or on behalf of their clients.
- You, the advertiser, or your agency must enter into a contract. Discounts are earned on one plan only and are billed at the contract rate (less agency commission). You may revise the contract upward to take advantage of higher discounts.
- You are protected against rate changes for term of contract unless rates are revised. Advertisers not fulfilling terms of contract will be re-billed at the lowest rate earned.
- No contracts will be backdated beyond 30 days. All contracts are dated from the first of the month.
- National frequency contracts are based upon the advertiser using the minimum frequency agreed upon. Any single ad at any of the available modular sizes, placed under a frequency contract, counts as one ad toward the fulfillment of the contract. If you do not use the agreed-upon frequency, the cost will be determined at the frequency level actually fulfilled.

## Retail Advertising

Local Retail advertising in the Miami Herald is non-commissionable. El Nuevo Herald is commissionable at 15% to recognized advertising agencies. Cash discounts are not available. Payment is due when a bill is issued. Late payment is subject to a finance charge.

### • Retail – Revenue Contracts

Spending in the Miami Herald counts toward fulfillment of Retail revenue contracts. Retail revenue contracts are based upon the advertiser earning the minimum agreed upon spending. If you do not meet the agreed-upon revenue, the cost of all advertising will be determined by the Miami Herald Media Company's regular schedule of rates.

### • Retail – Frequency Contracts

Any single ad at any of the available modular sizes, placed under a frequency contract, counts as one ad toward the fulfillment of the contract. If you do not use the agreed-upon frequency, the cost will be determined at the frequency level actually fulfilled.

## Classified Advertising

### • Employment/Recruitment

All rates are 15% commissionable to recognized advertising agencies.

### • Classified – Linage Contracts

Linage in the Miami Herald counts toward fulfillment of Classified lineage contracts. Classified lineage contracts are based upon the advertiser using the minimum space agreed upon. The cost of all used space will be determined by the Miami Herald Media Company's regular schedule of rates.

## Copy Regulations

You, the advertiser, agree to release the Miami Herald from any and all costs, claims, damages or liability resulting from publication of any advertising copy you submit. You guarantee that any copy you submit is truthful and in compliance with all applicable laws and regulations. Please see complete terms and conditions.

## Earned Rating / Agreement Review

Advertiser will be billed at the Earned Rate for advertising purchased after the initial term. "Earned Rate" means the rate applicable to the lineage, revenue or frequency level reached by Advertiser at the conclusion of the then-expiring term of the Agreement. If Advertiser satisfies the lineage, revenue or frequency level required of its contract and qualifies for a lower Earned Rate, it will be billed at the lower Earned Rate beginning the next billing period. No advertiser will receive an automatic rebate on past advertising purchases solely by qualifying for a lower Earned Rate during the contract term.

## Rates

MHMC reserves the right to revise rates, terms and specifications contained in the current rates cards.

## Holiday Rates and Circulation

We provide Sunday circulation of the Miami Herald and el Nuevo Herald to all subscribers on the following days/sections:

New Year's Day *	Fri, Jan 1
Martin Luther King Holiday	Mon, Jan 18
Special "Food" Themed Section	Wed, Feb 17
Special "Personal Finance" Section	Wed, Mar 16
Special "History/Flashback Miami (Miami Beach)" Section	Wed, Apr 20
Memorial Day	Mon, May 30
Special "Crime" Section	Wed, Jun 15
Independence Day *	Mon, Jul 4
Special Football Preview Section (Miami Herald only)	Thurs, Sep 1
Labor Day *	Mon, Sep 5
Hispanic Heritage	Thurs, Sep 15
Special "Home & Garden" Section	Wed, Oct 12
Thanksgiving Day Eve	Wed, Nov 23
Thanksgiving Day *	Thurs, Nov 24
Day After Thanksgiving *	Fri, Nov 25
Christmas Eve Day *	Sat, Dec 24
Day After Christmas *	Mon, Dec 26
New Year's Eve Day *	Sat, Dec 31

\* The following days/sections are also charged at the Sunday contract rate and include Sunday pricing of color and any other applicable premiums: New Year's Day, Independence Day, Labor Day, Thanksgiving Day Eve, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day, Day After Christmas, New Year's Eve Day.

## ROP Premium Position Cancellation Policy

ROP premium positions (defined as spadeas, double trucks and Section A front page strips) in the Miami Herald, el Nuevo Herald, and Yes! (Sunday Select) publishing on January 1, February 13, February 15, May 30, September 5, and during November and December will be subject to a mandatory cancellation fee.

Once Advertiser reserves Publication Date(s) for ROP premium position(s) for any of the positions and dates outlined above, Advertiser cannot cancel or change that date(s) unless Advertiser delivers written notice of change or cancellation to MHMC not less than seven (7) business days prior to publication date. If Advertiser's written notice is not timely, or if Advertiser otherwise fails to keep the Publication Date for such premium positions, then unless the advertising runs as scheduled Advertiser agrees to pay a cancellation fee equal to 25% of reserved ad position amount.

## Outproof Policy

A proof of your ad is provided free of charge. If rush proof is required, an additional \$40.00 will be charged to your account, and the proof will be available within 4 hours of the request.

Changes and revisions to your proof can be made free of charge up to two (2) times. A \$25.00 charge will be incurred for each subsequent revision requested.

## Contact Information

For more information on these and other Miami Herald products, contact your Miami Herald representative or call our Advertising Office.

Display Advertising Main Office: 800-766-2820

Email us: [adinfo@miamiherald.com](mailto:adinfo@miamiherald.com)

Be sure to visit [MiamiHeraldAdvertising.com](http://MiamiHeraldAdvertising.com).

All rates current at time of publication.

## Miscellaneous Notes

- For information regarding contracts/policies/terms, please refer to contracts Policies/Terms rate card (H1).
- For information regarding deadlines, please refer to Deadlines rate card (H2).
- For information regarding mechanical requirements, please refer to Mechanical Requirements rate card (H3).
- For information regarding preprinted inserts, please refer to Insert Specification Requirements (H4).