

THE INDEPENDENT

A COMPLETE MEDIA & MARKETING COMPANY

THE LIBERTY HILL INDEPENDENT Newspaper LIBERTY HILL LIVING Magazine

Thank you for your interest in promoting your business through THE LIBERTY HILL INDEPENDENT Newspaper, LIBERTY HILL LIVING Magazine, our special publications, social media and digital products. We value our partnership with you and are confident that the professional services we provide will help your business reach more customers.

The **Terms and Conditions** below apply to all advertising purchased by an advertiser or its agency (Advertiser) in products published by Free State Media Group (Publisher), including The Liberty Hill Independent, Liberty Hill Living, www.LHIndependent.com, www.libertyhillliving.com, social media platforms and other special publications published by the Publisher.

1. An agreement for advertising may take the form of an official contract or email communications that constitute an agreement between the Advertiser and the Publisher.
2. In the event that (a) Advertiser uses or pays for less advertising than that specified in an advertising agreement, the Advertiser otherwise breaches the terms of this Agreement, or (b) if at any time Publisher in its reasonable judgment determines that Advertiser is not likely to have published the total amount of advertising specified during the term of an agreement, any rate discount may be retroactively nullified and Advertiser may be charged the difference between the rates charged and the rates applicable for the volume of space actually used and paid for, in accordance with Publisher's applicable rate schedules (short rate). In such event, Advertiser must reimburse Publisher for the short rate within 30 days of Publisher's invoice and Advertiser may thereafter pay for advertising at the open rate or at the newly-determined rate(s) (as applicable).
3. Advertiser shall pay for such advertising at the rates set forth in an agreement or Publisher's rate card applicable at the time of the publication of the advertising.
4. Payment for advertising shall be made either at the time of purchase, or on or before a due date established by the Publisher. Failure of Advertiser to comply with this requirement shall, at the option of Publisher, be considered a breach of this Agreement and subject to a finance charge of up to 20 percent after 60 days past due. Interest will accrue at a rate of 1.5 percent per month on all past due balances after 60 days. If it becomes necessary to place with an attorney for collection any claim for funds due under the terms of this Agreement, then Advertiser agrees to pay to Publisher the reasonable attorney's fees and court costs arising from such collection.
5. Publisher reserves the right, at its absolute discretion and at any time, to cancel any advertising or reject any advertising copy, whether or not the same has already been acknowledged and/or previously Published, including but not limited to for reasons relating to the contents of the advertisement or any technology associated with the advertisement.
6. Advertisements that simulate or resemble, or might not be distinguishable from, editorial content must be clearly labeled "ADVERTISEMENT" or any other label as determined by Publisher at the top of the advertisement, and Publisher may, in its sole discretion, so label such material and/or otherwise distinguish the style and/or presentation of such material. Such advertisements must appear in a different typeface than that used for Publisher's editorial material.
7. Orders containing terms, rates or conditions or specifying positions,

facings, editorial adjacencies or other requirements may be accepted but such terms, rates, conditions or specifications are not binding unless Publisher has specifically agreed to them in writing.

8. In the event of a suspension of publication of Publisher's Newspaper, Website and/or Apps due to accident, fire, flood, computer or software/network malfunction, repair, internet outages or any other cause or contingencies beyond the control of Publisher, it is understood and agreed that such suspension shall not invalidate this contract, but a) will give Publisher the option to cancel this Agreement, or if Publisher does not do so, b) upon resumption of publication this contract shall be continued and no liability for damages shall be incurred by the Publisher by reason of such suspension.

9. If during the period of this Agreement, Publisher revises its advertising rates, Advertiser agrees to be bound by such rates provided Publisher gives at least 30 days notice of such increase. However, in such event Advertiser may elect not to place any further advertisements after the effective date of the increase, and if no space is used after the effective date of the increase, no short rate will be charged on space used prior to such increase.

10. Publisher's sole liability (and Advertiser's sole remedy) for errors and/or omissions by Publisher in published advertisements (including, but not limited to, failure to publish an advertisement) shall be to provide Advertiser a credit for the actual space of the error or omission (in no event shall such credit exceed the total amount paid to Publisher for the applicable advertisement), and Publisher shall have no liability unless the error or omission is brought to Publisher's attention no later than five working days after the advertisement is first Published. However, if a copy of the advertisement was provided to or reviewed and approved by Advertiser, Publisher shall have no liability.

11. Advertiser recognizes that the copyright in any advertisements created by Publisher is owned by Publisher. Advertiser shall not use any advertisements created by Publisher hereunder for any other purpose, including but not limited to, in any other publication, website and/or on any other platform without Publisher's prior written approval in each instance.

12. The Advertiser acknowledges and agrees that any material submitted by Advertiser may be included in an electronic database of published pages from the Newspaper, Website and Apps and are acceptable as proof of publication for the purpose of payment of invoices.

13. This Agreement may be executed by Advertiser by manual, or scanned PDF signatures (or by clicking "accept" or similar terminology online), and in any number of counterparts, each of which will be deemed an original and all which together will constitute one and the same instrument.

Advertiser agrees to the above Terms and Conditions for advertising:

Signature Date

Printed Name Phone

Name of Business

Mailing Address City/Zip