

**RETAIL MERCHANTS ASSOCIATION (Publisher)
5101 Monument Avenue, Richmond, VA 23230**

NEWSLETTER AD SALES CONTRACT - TERMS AND CONDITIONS - 2009

1. By forwarding an order, the undersigned advertiser (the "Advertiser") is deemed to accept the Terms and Conditions set forth herein, including, without limitation, all rates and conditions under which advertising space is quoted at the time sold by the Publisher..
2. Submission of an advertisement to a sales representative of the Publisher does not constitute a commitment by the Publisher to publish the advertisement. Only publication of an advertisement constitutes acceptance of the Advertiser's order. Publication of an advertisement does not constitute an agreement for continued publication. In no event shall the Publisher be liable for failure to publish advertising at the time specified by the Advertiser; provided, however, if no advertising is published, any charges received therefore by the Publisher shall be refunded.
3. Except as otherwise provided herein, all bills for advertising are net and are due and payable upon submission of an invoice from the Publisher. A charge of 1.5% per month (which accrues to 18% annually) shall be accrued on all amounts that become 45 days past due.
4. The Publisher reserves the right to amend or revise rates, terms, conditions, etc. upon 30 days written notice; all advertising contracts are acceptable subject to this reservation. If said amendments are not acceptable to the Advertiser, the Advertiser may, by written notice to the Publisher prior to the effective date of the amendments, cancel its advertising contract without liability for future obligations there under. Any agreements, rates, terms, or conditions not set forth herein or in the advertising contract between the Advertiser and the Publisher shall be void and of no effect.
5. The Publisher reserves the right to edit, reject, or cancel any advertisement for any reason it deems sufficient, including but not limited to any advertisement deemed objectionable in subject matter, illustration, or phraseology.
6. It is the Advertiser's responsibility to provide its advertisement free of errors, and the Publisher shall bear no responsibility for any such errors.
7. If the Publisher erroneously advertises goods at less than the price specified by the Advertiser, the Publisher's sole obligation shall be to furnish a letter to the Advertiser to be posted in the next newsletter, noting the error and stating the correct price. In no event shall the Publisher assume any liability for goods sold at the incorrect price.
8. The Publisher shall not be responsible for advertising orders, cancellations, or corrections given over the telephone. Written confirmations of advertising orders, cancellations, or corrections must be received by the Publisher a minimum of four (4) weeks prior to the end of the first week of the publication month.
9. Positions may be requested for any page on which advertising is acceptable and shall be filled, if possible, depending upon editorial make-up and advertising space demands.
10. No advertising contract is valid unless signed by the Advertising Manager. All advertising contracts must be made in the Advertiser's name and signed and titled by an owner or officer of the Advertiser. All advertisements are accepted for publication entirely upon the representation that the Advertiser and its agency (if any) are properly authorized to publish the entire contents and subject matter thereof. The Advertiser acknowledges and agrees that the space reserved under the advertising contract is to be used by the Advertiser signing the contract and used exclusively for the Advertiser's present business and cannot be sold, given, transferred, or assigned, in whole or in part, to any other firm, individual, corporation, or other entity.
11. The Publisher may cancel any advertising contract at any time for reasons satisfactory to the Publisher; if the advertising contract is canceled, the Advertiser shall pay for any advertisements run at the applicable rate.
12. The publisher shall not be liable for failure to furnish advertising space or to publish any advertisement due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause, including equipment failures or any mechanical electrical breakdowns, beyond control.
13. Any federal, state or local tax imposed on advertising published hereunder shall be an additional charge to the advertiser, over and above the rates set forth herein.
14. Key numbers, bar codes, and coupons in advertisements are accepted at the Advertiser's risk. All property rights arising from the creation or production of advertisements for the Advertiser by the Publisher shall be the property of the Publisher. No such advertisement or any part thereof may be reproduced without the prior written consent of the Publisher. The Publisher shall exercise normal precautions in the receipt and handling of any copy material or other property furnished by the Advertiser, but shall not be liable for loss or damage thereto.
15. Advertising agencies are responsible for payment of all advertising ordered on behalf of their clients, but the Publisher reserves the right to hold the agency and the Advertiser jointly and severally liable for all such payments.
16. In consideration of the publication of advertising, the Advertiser and its agency (if any) hereby indemnify and agree to hold the Publisher harmless against any and all liability, loss or expense from any violations of law, claims for libel, unfair competition, unfair trade practice, violation of rights of privacy or rights of publicity, infringement of trademark, trade name, copyright or other proprietary rights, or any other claims, causes of action or the like arising directly or indirectly from the publication of advertising hereunder. The Advertiser and agency (if any) further agree to pay the costs of any such actions, including but not limited to expenses and reasonable attorneys' fees for the counsel of the Publisher's selection.
17. The Advertiser agrees to hold the Publisher harmless for all fees and expenses, including but not limited to expenses and reasonable attorneys' fees for the counsel of the Publisher's selection, incurred by the Publisher in enforcing payment of any amounts due under an advertising contract hereunder. It is agreed that the venue in any legal proceeding that may be taken to enforce an advertising contract hereunder shall be in the County of Henrico. The laws of the Commonwealth of Virginia (without regard to any of its conflicts of laws provisions) shall govern the interpretation and enforcement of this contract in all legal proceedings.
18. The undersigned Advertiser agrees to the terms and conditions herewith set forth and accepts this contract as of this date:

Month Day Year Advertiser (Company)

Accepted by Retail Merchants Association (Publisher)

Signature

Title

Advertising Manager