

Hickory
DAILY
Record
FOR YOU. ABOUT YOU. EVERY DAY.

www.hickoryrecord.com

advertising

RATES

effective October 30, 2006

customize your strategy



**Media
General**
NORTH CAROLINA
Media Group

Hickory Daily Record • 1100 Park Place • 11th Avenue Boulevard SE • Hickory, NC 28602 • 828-322-4510

Serving Catawba, Caldwell, Alexander, Burke, and portions of Lincoln counties

Retail ROP Rates

Use the enclosed rates for full run ROP (Run of Press) products, if you have a local storefront presence and have not been established as a national or classified rate category.

Our newspaper serves Catawba, Caldwell, Alexander, Burke, and portions of Lincoln County; including the cities of Hickory, Newton/ Conover, Morganton, Lenoir and Taylorsville. The Hickory Daily Record has more reach than any other product in Catawba County.

Investment levels indicate an annual investment in North Carolina Media Group products and services. An advertiser has 12 months to fulfill the Investment agreement. All products and services count toward investment level fulfillment except commercial printing and postage.

RETAIL RATES					
Investment Level		Hickory			
		MT	WT	FS	SUN
	Open	\$17.27	\$19.19	\$20.15	\$20.69
D	\$1,000	\$14.04	\$15.60	\$16.38	\$17.10
	\$2,500	\$12.82	\$14.24	\$14.95	\$15.74
	\$5,000	\$11.89	\$13.21	\$13.87	\$14.71
	\$7,500	\$11.35	\$12.61	\$13.24	\$14.11
C	\$10,000	\$10.96	\$12.18	\$12.79	\$13.68
	\$13,000	\$10.61	\$11.79	\$12.38	\$13.29
	\$17,000	\$10.25	\$11.39	\$11.96	\$12.89
	\$23,000	\$9.84	\$10.94	\$11.49	\$12.44
B	\$30,000	\$9.49	\$10.54	\$11.07	\$12.04
	\$38,000	\$9.17	\$10.19	\$10.70	\$11.69
	\$47,000	\$8.89	\$9.87	\$10.37	\$11.37
	\$58,000	\$8.61	\$9.56	\$10.04	\$11.06
A	\$75,000	\$8.26	\$9.18	\$9.64	\$10.68
Over	\$96,000	Call For Rates			



25% Premium for Position Guarantee

Political Rate:	Open Rate
Church Rate:	Level pricing \$2500
Non-Profit Rate:	Level pricing \$1000

Guaranteed Position: If possible, we will honor all requests for a particular position. If you wish to guarantee a certain position the following additional charge apply: 25% extra. All paid position requests are subject to first availability.

Weekly Specials do not apply.

Holidays: Sunday Rates apply on New Year's Day, Memorial Day, Labor Day, Thanksgiving and Christmas Day.

COLOR CHARGES		
Ad Size	Full Color	Spot Color
Full Pages	24%	18%
Half plus	32%	24%
Quarter plus	40%	30%
15" plus	48%	36%



Color charges are a percent of space charges.

Single insertion color ads under 15" will be charged at 15" rate.

Full Run Advertising

Flex Programs

The Flex Program allows you maximum flexibility to choose the best weeks to run your ads this year. Graduating weeks require different annual investment levels. To qualify, advertisers must run at least one insertion per week for the contracted number of weeks. Weeks can be non-consecutive. Advertiser must choose to enroll in this program.

RETAIL FLEX PROGRAM					
Weeks	Min. Inches	MT	WT	FS	SUN
5	4	\$10.61	\$11.79	\$12.38	\$13.29
10	5	\$9.84	\$10.94	\$11.49	\$12.44
15	6	\$9.17	\$10.19	\$10.70	\$11.69
25	8	\$8.26	\$9.18	\$9.64	\$10.68

Cross-Market/Cross Platform Solutions

Daily Newspapers

Hickory Daily Record
 Statesville Record & Landmark
 (Concord-Kannapolis) Independent Tribune
 Morganton News-Herald (no Saturday)
 McDowell News (no Saturday or Sunday)
 Winston-Salem Journal

Bi-Weekly and Weekly Newspapers

Mooreville Tribune
 Lake Norman Navigator
 Harrisburg Horizons

Marketplace

Shopper Publications

The Marketplace (Catawba & Caldwell)
 Burke Marketplace
 Cabarrus/Rowan Marketplace
 Starwatch (Forsyth County)



Multi-Insertion Ad Program

Our Multi-Insertion Ad Program allows contract Advertisers to stretch their advertising investment to get the most frequency possible.

- All ads must be run in a 7-day period, ordered at one time, no size changes.
- Minimal copy changes relating to dates only.
- Six inch minimum ad size.

		VIP ADS		
Investment Level		4x	3x	2x
D	\$1,000	\$10.53	\$12.24	\$13.01
	\$2,500			
	\$5,000			
	\$7,500			
C	\$10,000	\$9.19	\$9.69	\$11.14
	\$13,000			
	\$17,000			
	\$23,000			
B	\$30,000	\$8.07	\$9.41	\$9.83
	\$38,000			
	\$47,000			
	\$58,000			
A	\$75,000	\$7.75	\$8.75	\$9.47
	\$96,000			
	\$120,000			
	\$142,000			
Over	\$182,000	Call for Rates		
full color premium		25%	35%	45%

Full color charges are a percent of space charges • Spot color charge is 80% of full color premium

The Hickory Daily Record is published each morning Monday through Friday, Saturday, Sunday & Holidays. The focus is on local news, information and entertainment. Complete coverage of state, national and world events are available through its Associated Press membership.



Catawba Valley Homes

Catawba County's weekly Real Estate & Home Improvement Guide publishes every Saturday. Catawba Valley Homes reaches over 60,000 readers. →



Business To Business

Business to Business serves Catawba, Burke, Caldwell and Alexander counties. Business to Business is a monthly publication that is distributed to over 4,500 chamber members.

Please contact your Advertising Representative for more information on our targeted monthly sections. →



Marketplace

The Employment Marketplace is direct mailed to over 60,000 non-subscribers every Wednesday in Catawba and Caldwell County. →



PREPRINT RATES (per 1000)

Tab Pages	Under 18,000	18,001 to 26,000	26,001 to 45,000	Over 45,001
Single Sht.	\$44	\$41	\$35	\$29
4	\$59	\$52	\$46	\$39
8	\$61	\$55	\$50	\$44
12	\$65	\$63	\$56	\$49
14	\$70	\$66	\$59	\$51
16	\$73	\$69	\$62	\$54
20	\$80	\$76	\$67	\$58
24	\$85	\$81	\$71	\$62
28	\$92	\$88	\$76	\$65
32	\$98	\$93	\$81	\$68
36	\$103	\$98	\$85	\$71
40	\$109	\$104	\$88	\$73
44	\$115	\$109	\$92	\$75
48	\$118	\$113	\$95	\$77

Preprint Deadlines

The deadline for preprint reservations is 14 days prior to publication, except Thanksgiving week which is 21 days prior. Printed materials must be delivered to the Hickory Daily Record 10 days prior to publication.

The Thanksgiving day Hickory Daily Record is delivered to the entire Sunday customer.

Preprint customers on Thanksgiving day will be billed at the entire Sunday circulation.

Late Delivery

Late preprint deliveries may create extra handling in our production departments. A minimum surcharge of 10% will be billed for late delivery. Should the late delivery create any additional overtime in our production department, those charges will also be billed to the advertiser.

Delivery Hours

Monday–Friday, 8:30 a.m.–4:00 p.m.

Preprint Shipping

Shipments are to be delivered to:

Hickory Daily Record
1100 Park Place
11th Avenue Boulevard SE
Hickory, NC 28602

Preprint Guidelines

A page measuring up to 63 column inches will be considered a tab page. All pages measuring more than 63 inches and up to 126 standard inches will be considered a standard page.

PREPRINT DISCOUNTS

Investment Level		NA
Open		
D	\$1,000 - 7,500	5%
C	\$10,000 - 23,000	10%
B	\$30,000 - 58,000	18%
A	\$75,000 - 142,000	26%
Over	\$182,000 -	Call for Discounts

Investment Level	Community Daily Multi-paper insertion rates (per ad per inch)							
	Two Days				Three Days		Four Days Plus	
D	Concord				Concord + Morganton + Statesville	\$10.23	4 Community Papers plus	\$11.36
					Concord + Morganton + Hickory	\$11.18	8 community Papers	\$8.87
	Morganton	\$10.30	Morganton		Morganton + Statesville + Hickory	\$9.95	8 community plus WS	\$12.08
	Statesville	\$11.57	\$9.50	Statesville	Concord + Hickory + Statesville	\$11.66		
	Hickory	\$12.88	\$10.27	\$11.53	Any other combination	\$10.00		
C	Concord				Concord + Morganton + Statesville	\$9.23	4 Community Papers plus	\$9.93
					Concord + Morganton + Hickory	\$9.89	8 community Papers	\$7.00
	Morganton	\$9.30	Morganton		Morganton + Statesville + Hickory	\$8.97	8 community plus WS	\$11.00
	Statesville	\$10.68	\$8.47	Statesville	Concord + Hickory + Statesville	\$10.49		
	Hickory	\$11.47	\$8.98	\$9.82	Any other combination	\$9.00		
B	Concord				Concord + Morganton + Statesville	\$7.26	4 Community Papers plus	\$9.00
					Concord + Morganton + Hickory	\$8.80	8 community Papers	\$6.00
	Morganton	\$8.26	Morganton		Morganton + Statesville + Hickory	\$8.11	8 community plus WS	\$10.00
	Statesville	\$9.65	\$7.96	Statesville	Concord + Hickory + Statesville	\$9.45		
	Hickory	\$10.09	\$7.91	\$9.31	Any other combination	\$7.00		
A	Concord				Concord + Morganton + Statesville	call	4 Community Papers plus	call
					Concord + Morganton + Hickory	call	8 community Papers	call
	Morganton	call	Morganton		Morganton + Statesville + Hickory	call	8 community plus WS	call
	Statesville	call	call	Statesville	Concord + Hickory + Statesville	call		
	Hickory	call	call	call	Any other combination	call		

Color Premium:

45% of Space

35% of Space

25% of Space

Investment Level	Community Sunday Multi-paper insertion rates (per ad per inch)							
	Double Sundays				Triple Sundays		Sunday Saturation	
D	Concord				Concord + Morganton + Statesville	\$11.00	4 Community Papers	\$11.07
					Concord + Morganton + Hickory	\$12.02	4 community plus WS	\$16.94
	Morganton	\$11.76	Morganton		Morganton + Statesville + Hickory	\$10.70		
	Statesville	\$12.56	\$9.72	Statesville	Concord + Hickory + Statesville	\$12.54		
	Hickory	\$14.15	\$11.30	\$12.10				
C	Concord				Concord + Morganton + Statesville	\$9.93	4 Community Papers	\$9.93
					Concord + Morganton + Hickory	\$10.63	4 community plus WS	\$15.57
	Morganton	\$10.43	Morganton		Morganton + Statesville + Hickory	\$9.64		
	Statesville	\$11.42	\$8.89	Statesville	Concord + Hickory + Statesville	\$11.28		
	Hickory	\$12.51	\$9.98	\$10.41				
B	Concord				Concord + Morganton + Statesville	\$7.81	4 Community Papers	\$8.93
					Concord + Morganton + Hickory	\$9.46	4 community plus WS	\$14.40
	Morganton	\$9.28	Morganton		Morganton + Statesville + Hickory	\$8.72		
	Statesville	\$10.36	\$8.14	Statesville	Concord + Hickory + Statesville	\$10.16		
	Hickory	\$11.12	\$8.89	\$8.17				
A	Concord				Concord + Morganton + Statesville	call	4 Community Papers	call
					Concord + Morganton + Hickory	call	4 community plus WS	call
	Morganton	call	Morganton		Morganton + Statesville + Hickory	call		
	Statesville	call	call	Statesville	Concord + Hickory + Statesville	call		
	Hickory	call	call	call				

Color Premium:

45% of Space

35% of Space

25% of Space

Make Your Own Strategy →

Additional Days May Be Added to Your Plan.

Add Additional Day (daily only) per ad per inch		
Investment Level	Hickory, Concord, Statesville, Lake Norman, or Harrisburg	Marion, Mooresville, or Morganton
D	\$10.01	\$5.71
C	\$9.15	\$5.38
B	\$8.39	\$5.11
A	Call	Call

Logistics

ROP Deadlines

PROOFS:

Copy received after deadline cannot be guaranteed proof service and is given to the newspaper for reproduction at the advertiser's risk.

Deadlines

Monday	Noon Wednesday
Tuesday	Noon Thursday
Wednesday	Noon Friday
Thursday	Noon Monday
Friday	Noon Tuesday
Sunday (TV & Early Run)	Noon Monday
Saturday & Sunday	Noon Wednesday

Holiday Deadlines

TWENTY-FOUR (24) hours in advance of Normal ROP Deadlines (see above) or as notified.

Special Services

Co-op

We are ready to assist you in capturing the most from your co-op program. There is no charge for this service. Simply provide us with vendor information and we will research your plan to find out what is available for you.

Creative Services

We will provide to you, reasonable creative services, at no charge. Extensive design quotes available. Ask for details.

Electronic Specifications

Ads are accepted in the PDF format. All artwork and fonts must be appropriately saved and transmitted or provided with the ad.

Mechanical Requirements

Camera-ready art, slicks, veloxes. Halftone screen 100 lines, offset press

Retail, National and Local National ROP

STANDARD PAGE: (126") 6 columns
Width 11 5/8"; Depth 21"
TABLOID PAGE: (60") 5 columns
Width 10.188"; Depth 11.75"

Column Widths

1 column:	1.833"
2 columns:	3.792"
3 columns:	5.750"
4 columns:	7.708"
5 columns:	9.667"
6 columns:	11.625"

21 inches per column, 126 inches per page, 273 inches per double truck. Minimum space for a double truck to be centered is 11 columns by 21 inches deep. Advertisements requiring use of the gutter, and less than 21 inches deep, must be a full 13 columns wide.

Ads measuring more than 18 inches in depth will be charged for full column depth of 21 inches.

Important Numbers

Advertising Department	828-304-6989
Advertising Fax	828-267-0294

Circulation

Hickory Daily Record	Circulation	Readership
Mon.- Sat.	21,218*	53,045
Sunday	24,125*	60,315

* paid circulation

Payment Policy

Media General Newspapers will bill for all retail advertising on the schedule listed below.

November	October 30, 2006 through November 26, 2006
December	November 27, 2006 through December 31, 2006
January	January 1, 2007 through February 4, 2007
February	February 5, 2007 through March 4, 2007
March	March 5, 2007 through April 1, 2007
April	April 2, 2007 through May 6, 2007
May	May 7, 2007 through June 3, 2007
June	June 4, 2007 through July 1, 2007
July	July 2, 2007 through August 5, 2007
August	August 6, 2007 through September 2, 2007
September	September 3, 2007 through September 30, 2007
October	October 1, 2007 through Nov. 4, 2007

Terms and Conditions

1. Retail advertising rates apply only to:

A. The sale of advertising space to any single firm or individual advertiser to promote its selling at retail directly to the public within the Hickory Daily Record's retail trading area. The Hickory Daily Record's retail trading area includes Alexander, Burke, Caldwell, Catawba, and Lincoln counties.

B. The sale of advertising space to promote retail sales directly to the public from on-going, non-transient inventories by a group of retailers in contiguous locations within the retail trading area; or State and Federal offices.

C. The sale of space for political advertising.

2. Local National rates apply only to

A. Manufacturers and distributors for advertisements containing their signature or a dealer list. A co-op contract must be on file with the Hickory Daily Record to earn discounted rates.

B. The sale of advertising space to promote some special interest or event occurring in the Hickory Daily Record's retail trading area, the cost of which is to be shared among multiple sponsors. Such advertising is acceptable at the sole discretion of the Hickory Daily Record and is acceptable only if the reference to individual sponsors appears only in a list of sponsor's names, unless the advertisement is an insert that includes advertisers who are predominantly located outside of the retail trading area.

3. National advertising rates apply to the sale of all advertising space that does not otherwise meet the criteria of paragraphs 1 or 2, above, including but not limited to the sale of advertising space for employment/recruiting purposes and the sale of advertising space to businesses not having an established or permanent location in the Hickory Daily Record's retail trading area.

4. An advertising agency commission program is available to recognized advertising agencies for National and Local National rate advertising at 15%. Contact the Hickory Daily Record's National Advertising Account Executive for details.

5. Forwarding of an order by the advertiser is construed as an acceptance by the advertiser of all rates and conditions under which advertising space is at the time sold by the Hickory Daily Record. Failure to make an order correspond in price, or otherwise, with the applicable rate card is regarded only as a clerical error and publication shall be made and charged for based upon the rates and terms of the applicable rate card, without further notice. Special clauses in an order shall not be accepted if they relate to legal liability or circulation guarantees; the terms and conditions of any form advertising contract prepared and tendered by the advertiser shall be inapplicable to the extent that they are inconsistent with the terms and conditions stated herein. Execution of the Hickory Daily Record's form advertising contract by the advertiser is construed as an acceptance of all rates and conditions under which advertising space is at the time sold by the Hickory Daily Record; provided, however, that to the extent said rates and conditions are inconsistent with the provisions of the Hickory Daily Record's form advertising contract, the provisions of the contract shall apply.

6. Submission of an advertisement to a sales representative of the Hickory Daily Record does not constitute a commitment by the Hickory Daily Record 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. The Hickory Daily Record shall in no event be liable for failure to publish advertising when specified by the advertiser, provided that, if no advertising is published, any charges received therefore by the Hickory Daily Record shall be refunded.

7. Acceptance and publication of advertising does not constitute any extension of credit. The Hickory Daily Record may, at its sole discretion, extend credit upon completion of an application for credit, and/or personal guarantees by the advertiser, and/or any additional information and references deemed necessary. The advertiser should allow two working days for the processing of its credit application. When the Hickory Daily Record extends credit, payments are due by the 15th of the month following publication. Continuation of credit privileges is dependent upon full and prompt payment. The granting of credit from time to time is an accommodation to the advertiser, the terms of which may be changed by the Hickory Daily Record upon [30] days prior written notice to the advertiser.

8. Except as otherwise provided herein, all bills for advertising are net and are due and payable upon submission of statement. A charge of 1.5% per month (which accrues to 18% annually) shall be made on all unpaid advertising when the account becomes 60 days past due, and such charge shall appear on the subsequent monthly statement.

9. When the Hickory Daily Record sets copy, a charge shall be made for the actual space occupied if such space is greater than the space specified in the order. If the actual space occupied is less than the space specified in the order, the Hickory Daily Record shall bill the advertiser for the exact space ordered.

10. The Hickory Daily Record 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 Hickory Daily Record prior to the effective date of the amendments, cancel its advertising contract

without liability for future obligations thereunder. Any agreements, rates, terms, or conditions not set forth herein or in the advertising contract between the advertiser and the Hickory Daily Record shall be void and of no effect.

11. The Hickory Daily Record 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.

12. Proofs may be furnished to the advertiser prior to publication of its advertisement. The purpose of such proofs is to provide the advertiser an opportunity to inspect for typographical errors and to make any price changes. The Hickory Daily Record shall make any other changes if time permits and at an additional charge of \$25.00 per hour, with a \$25.00 minimum charge. If the advertiser is furnished such proofs, the Hickory Daily Record shall not be held liable or responsible for any error in any published advertisement unless the advertiser's proof correction requests are returned in ample time before publication and are not met. Whether or not such proofs are furnished, the Hickory Daily Record shall assume liability for typographical errors ONLY for the first insertion of the advertisement, and its liability shall not exceed the cost of the space occupied by the error. In no event shall the Hickory Daily Record be liable or responsible for errors that do not materially affect the value of the advertisement or for errors due to omission of material by the advertiser.

13. It is the advertiser's responsibility to examine its advertisement for any errors upon publication of the advertisement. The Hickory Daily Record shall not be held responsible for errors beyond the first publication date of a multiple insertion. Requests for error adjustments must be made within 10 days of the publication date. Error adjustments shall be given in the form of either (A) additional advertising space or (B) cancellation of the charge or refund of any payment for the advertising space involved. The Hickory Daily Record has the exclusive right to choose the appropriate form of adjustment.

14. In the event of the Hickory Daily Record's error advertising goods at less than the specified price, the Hickory Daily Record shall furnish a letter to the advertiser to be posted, noting the error and stating the correct price. The Hickory Daily Record shall not assume any liability for goods sold at the incorrect price.

15. The Hickory Daily Record shall not be responsible for orders, cancellations, or corrections given over the telephone. Written confirmations of orders, cancellations, or corrections must be received by the Hickory Daily Record in ample time to follow. Cancellations shall be allowed at no charge when received by the Hickory Daily Record no later than 24 hours after the regular deadlines. Copy set and not published shall be charged at \$10.00 per column inch. Cancellations received more than 24 hours after the regular deadlines and before 4:00 p.m. on the day prior to printing shall be subject to a charge of 25% of the cost of the space canceled. The Hickory Daily Record shall accept no cancellations after 4:00 p.m. on the day prior to printing.

16. 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. Specifications on orders for the use or barring the use of any page, or relating to the kind of news or advertising on the page are treated as requests only. Every effort shall be made to comply with such position requests. Subject to the provisions of paragraph 11 hereof, the Hickory Daily Record shall guarantee position for an additional 25% of the cost of the advertisement provided, however, that in no event shall exact placement on a page be guaranteed.

17. Political advertisements must be paid in advance of publication by cash or certified check and shall be set as display advertisements. A political advertisement must clearly state (A) that it is a "paid political advertisement," (B) the political party affiliation of a candidate for partisan office, (C) by whom the advertisement was paid, and (D) by whom the advertisement was authorized. In the event that the advertisement is not authorized by the candidate, his or her authorized political committee, or its agents, the advertisement must clearly state that it is not authorized by any candidate or candidate's committee and must include the name and residence address of the individual responsible for the advertisement. In no event may a political advertisement imply the incumbency of a candidate who is not in fact the incumbent.

18. Any advertisement simulating news matter must have the word "Advertisement" or the words "Paid Advertisement" at the top and/or bottom of the advertisement. The Hickory Daily Record reserves the right to include such words if omitted by the advertiser and to determine the size of the word "Advertisement." The advertiser's failure to include such words may result in a charge for the additional space necessary to include them. In no event may the Hickory Daily Record's masthead or news type be used for advertising purposes.

19. No advertising contract is valid unless signed by the Hickory Daily Record's Advertising Director or a designated 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.

20. The Hickory Daily Record may cancel any advertising contract at any time for reasons satisfactory to the publisher. If the contract is canceled because the advertiser defaults in payment of any amount when due thereunder, becomes insolvent, makes an assignment for the benefit of creditors, is adjudged bankrupt, or a receiver is appointed, then the advertiser shall pay at the rate earned. If the contract is canceled by the Hickory Daily Record for any other reason, the advertiser shall pay at the contract rate. The advertiser may cancel any advertising contract for any reason upon 30 days written notice to the Hickory Daily Record, in which event the advertiser shall pay at the rate earned.

21. The Hickory Daily Record 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 or electrical breakdowns, beyond the Hickory Daily Record's control.

22. 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.

23. All property rights arising from the creation or production of advertisements for the advertiser by the Hickory Daily Record, including but not limited to any copyright interest in any such advertisements which incorporate art work, creative ability, and/or typography furnished or arranged by the Hickory Daily Record, shall be the property of the Hickory Daily Record. No such advertisement or any part thereof may be reproduced without the prior written consent of the Hickory Daily Record. The Hickory Daily Record shall not be held liable or responsible for any original art work, drawings, or materials supplied by the advertiser that are left at the Hickory Daily Record's offices for over 14 days.

24. Key numbers and coupons in advertisements are accepted at the advertiser's risk.

25. Advertising agencies are responsible for payment of all advertising ordered on behalf of their clients, but the Hickory Daily Record reserves the right to hold the agency and the advertiser jointly and severally liable for all such payments.

26. In consideration of the publication of advertising, the advertiser and its agency (if any) hereby indemnify and agree to hold the Hickory Daily Record 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 Hickory Daily Record's selection.

27. The advertiser agrees to hold the Hickory Daily Record harmless for all fees and expenses, including but not limited to expenses and reasonable attorneys' fees for the counsel of the Hickory Daily Record's selection, incurred by the Hickory Daily Record 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 Hickory, North Carolina. The laws of North Carolina (without regard to any of its conflicts of laws provisions) shall govern the interpretation and enforcement of this contract in all legal proceedings.

28. Contracts must be endorsed by the advertiser and in the possession of the newspaper in advance of the first published advertisement. Open rates apply until the contract has been accepted by the newspaper. If the contract has not been activated within 30 days of the first published advertisement, open rate advertising will not be adjusted to contract rates.

29. The advertiser agrees to pay any production charges the newspaper may bill such as veloxes, halftones, screens, reverses, separations, etc.

30. The newspaper will not be held responsible for issuing credit for erroneously billed advertising after 12 months.

31. Notwithstanding anything to the contrary herein, under no circumstances shall publisher be liable to advertiser or agency for any consequential, punitive, incidental or special damages. In no event will the liability of publisher to advertiser, agency or any third party for damages, direct or otherwise, arising out of or in connection herewith exceed the total value of the monies payable to publisher for the services not performed in accordance with these terms and conditions.

32. Publisher shall use commercially reasonable efforts to in performing the services hereunder. Advertiser hereby acknowledges that publisher shall not be liable for immaterial deviations from the agreed services. Except as expressly stated in these terms and conditions, no warranties, conditions, guarantees, or representations are made by publisher, and publisher hereby disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, or other warranties, whether expressed or implied, in law or in fact, oral or in writing.



Proven Ways To Build Your Business

- Add Weeks To Your Newspaper Campaign
- Increase Ads Per Week to Your Campaign
- Increase Ad Size for Visual Impact
- Add Color for an Instant Eye Catcher

Four Points of a Successful Ad

- **Benefit Headline** - Tell the customer how it will benefit them
- **Attention Getter** - art, photo, illustration
- **White Space** - cluttered copy is a turnoff
- **Reason to Buy** - tell your product story - 50% OFF, Annual Clearance

