

# ***FishNet Daily News***

## **Advertising Contract & Agreement**

***FishNet Daily News***

P.O. Box 100  
Cibolo, Texas 78108  
210-336-9511

This contract is for advertising that will appear  
in the FishNet Daily News from

\_\_\_\_\_,\_\_\_\_\_,\_\_\_\_\_ to \_\_\_\_\_,\_\_\_\_\_,\_\_\_\_\_

Executed this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

### **Contract Conditions**

1. All contracts are subject to acceptance by the publisher of the FishNet Daily News.
2. The publisher nor the FishNet Daily News shall be liable for any special arrangements by outside agents.
3. This contract is with the named firm and change of ownership or management will not dissolve any of the contract obligations of either party.
4. All charges are due and payable on the receipt of the invoice. Advertiser and/or their agent are jointly liable for all charges.
5. Failure to acknowledge, approve or return proof will not alter contract or payment terms.
6. If any action is brought upon this agreement, venue shall be proper in San Antonio, Bexar County, Texas and advertiser and agent expressly waive any objections to venue or personal jurisdiction therein. In any such action, the prevailing party shall be entitled to award of reasonable attorney's fees in addition to any other relief granted.
7. Publisher reserves the right to make minor adjustments to the structure of the ad for sizing purposes only.
8. If color separations or graphic electronic files are not provided for color advertisements, additional production charges will be assessed upon receipt of the advertising copy.

9. Advertiser acknowledges receipt of electronic media checklist.

10. The issuance of this publication is guaranteed by the publisher, however the publisher dose not guarantee that there will be any revenue generated by the advertisement.

11. This contract is the entire agreement between the parties and supersedes any prior representations or understandings and is binding on all successors and assigns.

12. Orders may be cancelled only upon written notice to the publisher within three written days after the date of execution hereof by the advertiser or agent.

13. Any and all claims by advertiser arising out of or related to this contract must be filed within one year of the date of execution hereof by advertiser or will be waived. In no event shall publisher's liability to advertiser for all claims of any kind for loss or damage arising out of or related to this contract exceed the total of charges payable by advertiser.

14. Publisher shall not be bound by any written or oral promises or agreements not contained herein, nor shall any such relieve advertiser or agent of their obligations hereunder.

15. In the event that payment is not made by advertiser, in accordance with conditions set forth in this contract, advertiser agrees to pay for legal fees including but not limited to collection agency fees incurred by publisher to obtain collection. Advertiser also agrees to pay 11/2 % per month on the unpaid balance due after the delivery of publication.

16. A thirty dollar ( \$30.00 ) service charge will apply to all returned checks.

17.

Preliminary Special Provisions

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_ dated \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

**Other Address (Indicate)**

\_\_\_\_\_  
 \_\_\_\_\_

Ad Size (pixels)	Description of Options	Discounts	Cost

Graphics/art provided  
 by: \_\_\_\_\_

**Costs, Terms, & Payment Record**

\_\_\_\_\_

Display ads payable 50% on proof. Listings payable in full with contract.

I hereby warrant that I have read and agree to the contract conditions and that I have full power and authority to sign for the above named firm.

Total Costs \_\_\_\_\_

Discounts \_\_\_\_\_

Payment in full must accompany contract.

Signed \_\_\_\_\_

Monthly payments due by the 10th of

Title \_\_\_\_\_

Net Due \_\_\_\_\_

Check # \_\_\_\_\_ Amount \_\_\_\_\_

Printed Signed Name \_\_\_\_\_

\_\_\_\_\_

Balance  
 Due or

Publisher Representative \_\_\_\_\_

Monthly \_\_\_\_\_

Monthly payments of \_\_\_\_\_ are due by the 10th day of each month through \_\_\_\_\_