

Rates, Credit and Payment Policies

1. Advertising is accepted with the understanding that all terms, conditions and changes specified herein are acceptable to the advertiser and that no contrary verbal agreement shall be binding on the media group (Pocono Record and all affiliated products and publications). As used in this document, the term “advertiser” shall include any agent of the advertisers.
2. All rates, discounts, terms and conditions shall be pursuant to the media group’s current rate schedule.
3. Pocono Mountains Media Group reserves the right to change rates, schedules of discounts and terms and conditions set forth in this document, in its credit application, and/or in its rate card at any time on 30 days notice.
4. Rates listed are for local businesses only, doing business via storefronts located in the media group’s primary market area.
5. Agreements may be signed to include the primary businesses other subsidiaries, but may not include unrelated business under its ownership.
6. Rates may not be transferred or brokered to second party.
7. Any tax, which might in the future be applied pursuant to state or federal law, will be added to the rates set forth.
8. Advertising orders that do not conform to the rates or the policies listed herein and/or in the current rate schedule will be regarded as clerical errors and will be appropriately amended. Copy accompanying such an order will be inserted without notification and charged at the rate in effect at the same time of publication.
9. Pocono Mountains Media Group will not be bound by any conditions, printed or otherwise, appearing on any advertising order or copy instructions inconsistent with the terms and conditions of the agreement.
10. After review of a submitted application for credit and upon the approval of a credit amount, the advertiser will be billed at the end of each month for space used during the life of this agreement and at the rate

set forth in the most current rate schedule, due and payable immediately upon receipt of the invoice. Failure to pay any amount when due may, at the option of Pocono Mountains Media Group, cause this contract to be terminated and advertiser will promptly pay for both prior activity and related short rates. If at any time the financial responsibility of the advertiser shall be deemed unsatisfactory to the media group, cash payments in advance or satisfactory security may be required.

11. Pocono Mountains Media Group shall have the right in its sole and absolute discretion, to extend or deny credit. Acceptance and publication of advertising does not constitute an extension of credit to advertiser by the media group, and the media group, at its option, may require advertiser to pay in advance for all the advertising purchased.
12. Pocono Mountains Media Group will assess finance charges up to the legal limit on all amounts not paid in full and received by the end of the month following the date of invoice.
13. Pocono Mountains Media Group may charge reasonable cost and attorney’s fees incurred in the collection of any delinquent account.
14. No payment shall be withheld for failure to receive tearsheets.
15. If payment of any statement or statements has not been made as provided above, Pocono Mountains Media Group may, at its option, without waiving any other rights it may have under agreement or by law, do any or all of the following: (a) require advertiser to arrange for special credit terms including letters of credit, demand notes, and/or guaranty, corporate or personal; (b) refuse to accept any further advertising from advertiser until all past due payments are made; (c) require prepayment on all future advertising orders; and/or (d) refuse to publish advertising.
16. If the advertiser utilizes the service of an agent or third party, the advertiser and the party shall be jointly liable for payment and for compliance with any agreement with Pocono Mountains Media Group.

17. Prepayment of advertising does not guarantee publication.
18. All “going-out-of-business” ads, and other ads deemed necessary by the publisher, must be pre-paid. All political advertising must be designated as “political advertising,” and must state in the advertisement what group or person is responsible for payment of said ad.
19. Receipts should be obtained for any cash payments for advertising.
20. Local rates are subject to no commission and no discounts, other than those mentioned in this rate card. The special local rate extended in an advertiser’s contract is for the advertiser’s own advertising and cannot be extended or transferred by him to any other individual, firm or corporation without the consent of the publisher.

Ad Content, Size, and Positioning

21. The Pocono Record makes every effort to grant advertisers position requests. Guaranteed position is available at a 25% premium, which will be charged upon publication in the requested position. We cannot accept ads on a “position or omit” basis. In no event will adjustment, re-run or refund be made because of the position in which the advertisement has been published, however the 25% premium will not be assessed if the newspaper cannot accommodate the position.
22. All advertising is accepted subject to the approval of Pocono Mountains Media Group. The media group reserves the right to revise or reject, in whole or in part, any copy submitted for publication.
23. Notwithstanding any statement to the contrary, the advertiser is solely responsible for the contents of all advertising published on its behalf. Advertiser agrees to indemnify and hold harmless Pocono Mountains Media Group against all expense (including attorney’s fees) incurred as a result of publishing advertising material.
24. Proofs can be provided on request only if all art and copy is receivable by deadline.

25. Pocono Mountains Media Group will not provide proofs for copy submitted after deadline.
26. If copy is received after deadline, the media group will not be held responsible for errors nor for any portion of an issue in which an advertisement does not appear.
27. Pocono Mountains Media Group assumes no financial responsibility for errors or omission of copy, and the media group's liability for error will not exceed the space occupied by the error.

Ad Content, Size, and Positioning

28. Additional charges may apply for changes and revisions requested by advertiser on the day prior to publication.
29. Additional charges may apply for advertising copy that is changed or cancelled after deadline or after the copy had been produced by the media group
30. Pocono Mountains Media Group will not be responsible for more than one incorrect insertion for advertisements scheduled to appear multiple times. Advertiser bears the responsibility of checking the copy upon first publication.
31. The Pocono Mountains Media Group must be notified of any errors within 72 hours of publication for credit, make good or adjustment.
32. Pocono Mountains Media Group is not responsible for errors in copy or camera-ready materials furnished by the advertiser or its agent.
33. Reuse for advertising purposed of the Pocono Record news copy, artwork, photographs and advertising copy written or produced by the Pocono Mountains Media Group is expressly forbidden without prior consent of the media group.
34. All advertising must be clearly distinguishable from news copy. Ads simulations news copy must carry the word "ADVERTISEMENT" in a prominent place.
35. All advertising must exclusively promote merchandise or services offered by the advertiser placing the ad.
36. In conformance with federal and state law, the Pocono Record will not publish any advertisements for employment that discriminate against persons on the basis of age, race, color, religion, national origin, disability or sex.
37. All property rights, including any copyright interests to any advertisements produced for the advertiser by Pocono Mountains Media Group, using artwork or typography furnished or arranged for by the media group, shall be the property of the media group. No such as or any part thereof may be reproduced without prior written consent of the media group.
38. The publisher reserves the right to edit or reject any advertising copy which is deemed objectionable, either in form or content.
39. All advertising, including pre-printed inserts, submitted to Pocono Mountains Media Group is subject to acceptance and approval by an executive of the Pocono Mountains Media Group.
40. We will not be liable for omitted copy or merchandise incorrectly priced through error, nor will we be liable when goods are sold at the incorrect price.
41. In the event of a typographical error, only the space occupied by that item in which the error appeared will be allowed and the cost of such space constitutes the extent of the publisher's liability.
42. Advertisers and advertising agencies will indemnify and hold harmless the Pocono Mountains Media Group, its officers, agents, employees and contractors for all content supplied to the publisher, including text, representations, illustrations or advertisements printed , or for any claims arising form the contents, including, but not limited to , defamation, invasion of privacy , copyright infringement and plagiarism.
43. Advertising related to the sale, rent, lease, exchange or disposition of land, homes, construction of homes and developments, businesses, real estate rentals, new cars and trucks, used cars and trucks, help wanted, business opportunity and auction may be accepted for publication in our classified section only.
44. The Pocono Mountains Media Group supports and complies with federal and state laws regarding equal opportunity in employment, housing and public accommodation.

45. We accept double truck ads, which are billed with one extra column for the gutter. Minimum size: 11 columns x 18 inches (classified).

General Policies

47. In the event of flood, fire, dispute or differences with labor, shortages of material or transportation, breakdown of equipment, restriction by any government authority or any other action beyond its control should cause the media group to be unable to perform its obligations hereunder; Pocono Mountains Media Group shall be excused from said performance during the continuation of such inability.
48. Cancellation may not be accepted by publisher 24 hours prior to publication. Ads cancelled prior to publication are subject to production charges of 25% of this agreement.
49. Only authorized representatives of the Pocono Mountains Media Group may accept or schedule any form of advertising in the Pocono Record and its products.
50. The Pocono Mountains Media Group considers all agreements relative to the placement, content, and financial responsibility of advertisements to be between the Pocono Mountains Media Group and the advertiser (that business, organization, group, individual, etc, receiving the benefit of said advertising). The Pocono Mountains Media Group views advertising agencies and other groups and/or persons placing advertising on behalf of any advertisers (business, organization, group, individual, etc.), to be acting as the agent for said advertiser. Responsibility for placement, content and payment for any advertisement lies with the advertiser even when such advertising is prepared, place, and/or billed to an agent or agency.