

TERMS AND CONDITIONS

1. This application will become a contract when signed by the advertiser and accepted by the publisher. This contract contains the entire agreement between the parties hereto for the forthcoming issue and subsequent issues and cannot be changed, altered or cancelled except by written agreement signed by all parties hereto. Neither party shall be bound by an oral agreement or special arrangements contrary to or in addition to the terms and conditions as stated herein or written hereon, and no agent or employee of publisher has the authority to vary any of the terms of this application.
2. The directory advertising specified on the face of this contract is for insertion in the directory issue as indicated and the advertiser agrees to pay the charges as indicated on the face of this contract, plus all state and local taxes attributable thereto. Advertiser also agrees to reimburse publisher for any expense incurred during the interim in the event of a cancellation.
3. Deposits made in accordance with this contract are refundable only at the discretion of the publisher. In the event the publisher agrees to cancel this contract, any payments or deposits made by advertiser may, at the discretion of publisher, be applied to commissions, typesetting and bookkeeping charges.
4. Publisher agrees to exercise reasonable care that the copy and listings are correctly printed in each directory issue. Proof of display space advertising copy will be shown to the advertiser only when the advertiser specifically requests in writing that proof be sent. If proof is mailed to an advertiser and said proof is not returned by advertiser within the time set forth on the proof sheet, it is mutually understood and agreed that said proof shall be assumed to be correct. It is further understood and agreed that advertising copy furnished must be acceptable to publisher, that publisher reserves the right at all times to reject any advertising matter which it deems objectionable, and that no specific position is guaranteed for advertising. Publisher reserves the right to change any classification headings that are shown on the face of this contract in order to maintain standardization of yellow page classifications that will best serve the purposes of the directory.
5. The firm name, address, and telephone number as shown on the face of this contract is the criteria for correctness in each directory as subscribed. Publisher is not responsible for telephone number changes made by any party. It is the responsibility of the advertiser to inform the publisher in writing of any change in address or telephone number sixty (60) days prior to any directory issue date.
6. The change in telephone number or address of a business or discontinuation of business after execution of the contract shall not be deemed as making this contract null and void.
7. The advertiser agrees that publisher shall not be liable for errors/omission in directory advertising beyond the amount paid for the item or items omitted, or in which errors occur, for the life of the issue of the directory involved. If an error should occur in display advertising, the following adjustment, only will apply or be considered:
 - a. Wrong main number..... 100%
 - b. Wrong alternate call number 15%
 - c. Wrong address (more than 4 digits).....50%
 - d. Incorrect spelling of a business namepercentage will depend on severity
 - e. Incorrect spelling of a wordnone
 - f. No adjustment will be considered on free listings.
8. The advertiser warrants that he (it) is duly authorized to engage in the business or profession described by the classification designated, and further warrants that he (it) is the owner of, and entitled to use, or is duly authorized by the owner, and entitled to use, the copy cuts and illustrations and any trade names which may be specified and agrees to notify publisher immediately in writing of any change in such ownership or authorization. The advertiser agrees to defend, indemnify and hold publisher harmless from any and all claims, demands, suites, losses, damages and judgements which arise from or which are claimed to have arisen from the use of such copy, cuts, illustrations, marks and names, together with expenses, including attorney's fees and court costs incurred by publisher.
9. The advertiser agrees to assume sole responsibility for the protection of its proprietary interest in any writing or illustration in its advertisement, and hereby authorizes publisher to permit any other person or publishers to copy or reproduce the advertisement appearing in the directory.
10. Cuts, illustrations and other special artwork are to be furnished by the customer or billed separately at cost by the publisher. All original advertising artwork prepared in connection with the application is the exclusive property of publisher and may not be used by advertiser without the prior written consent of publisher having been obtained.
11. After three changes to artwork, customer will be charged \$50.00 for each additional change.
(Not to include changes due to publisher error.)
12. A late charge equal to the highest contract rate allowed by law will be charged on any balance not paid before the next billing due date. If advertiser defaults in paying any monthly charge when due, publisher may, at its option, declare all charges for the remaining contract period immediately due and payable, along with reasonable attorney's fees, court costs, and other reasonable expenses incurred if it becomes necessary to exert these means to effect collection.
13. If the advertiser sells or assigns his business, then this contract will be considered as part of the sale and/or assignment and the amount of monies remaining due on the contract shall be paid out of the proceeds of the sale. The advertiser also agrees that any expenses incurred including reasonable attorney's fees, court cost, and other cost incurred by publisher to enforce the terms of this agreement or in the collection process be added to and become a part of the amount due.
14. Publisher reserves the right to extend or reduce by not more than six (6) months the issue date and period of the directory. If the issue life is extended, the customer agrees to pay a pro-rated charge for the extended period.
15. In the event any part of this contract is determined by a court of competent jurisdiction to be void, then, and in that event, said void part of this contract shall be considered to be severable from the remaining provisions of this contract and the remaining provisions of the contract shall remain in full force and effect.

This is not a telephone company publication