



2010 Directory Advertising Agreement

365 Main Street, Little River, KS 67457 · 620-897-6200 · www.MTC4Me.com

Physical Address			Billing Address <input type="checkbox"/> Billing Address is the same as Physical Address		
Name:			Name:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Phone:			Phone:		
E-mail:			E-mail:		
Web site:			Web site:		

I would like the following ads and/or listings in the 2010 MTC Directory:

DIRECTORY ADS (a bold listing will automatically be included with each ad)			
Size:	Heading:	Color or Black & White:	Total Annual Cost:
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Size:	Heading:	Color or Black & White:	Total Annual Cost:
COUPONS (just \$5 a month with any Directory Ad)			
Number of color coupons:			Total Annual Cost:
			(\$5/month or \$60/year per coupon)
WEB ADS (just \$20 a month with any Directory Ad)- only 5 web ads are available			
Number of web ads:			Total Annual Cost:
			(\$20/month or \$240/year per web ad)
*LISTINGS (Additional listings or listings without a Directory Ad)			
Regular or Bold:	Heading:		Total Annual Cost:
Regular or Bold:	Heading:		Total Annual Cost:
Regular or Bold:	Heading:		Total Annual Cost:
*Regular= 3 lines: \$5/month or \$60/year; Bold=5 lines w/2 bold: \$10/month or \$120/year			SUBTOTAL:
			5% Pay in full Discount: -
			TOTAL:

I hereby acknowledge that this agreement includes the Terms and Conditions on the reverse side including limitations on the company's liability as therein stated.

Signature: _____ Print Name: _____

Title: _____ Date: _____

UPON RECEIPT OF THIS CONTRACT, MTC WILL CONTACT YOU REGARDING THE DESIGN AND APPROVAL OF YOUR ADS AND LISTINGS. You will be invoiced at the end of January 2010 and annual payment is due in full by February 15, 2010.

TERMS AND CONDITIONS

1. This agreement is an offer from Applicant to Mutual Telephone Company (Publisher) and unless rejected by Publisher within 30 days after the application date on the face page, this application shall be deemed accepted. Applicant can cancel this application or make changes to the advertisement by notifying publisher in writing at the address on the face page mailed within **five (5) days** of the date on the face page of application.
2. **The scheduled payment for each item of advertising are due upon receipt of the invoice.** If Applicant fails to make payment within 30 days of the invoice date Publisher has the right at its option to 1) charge interest on applicant's account at the rate of 1 ½% per month or the highest rate allowed by law, whichever is less. 2) Declare the entire balance of the total amount payable under this application immediately due and payable. 3) Omit the advertising to which the application relates from the next and succeeding issues of the directory(s) 4) Retroactively any discounts granted to Applicant under this or any other agreement with Publisher, recover all costs including without limitation reasonable attorney's fees; and any other legal or equitable remedies available to us. These remedies are cumulative, and the exercise of any one of them shall not prevent an exercise of the others. Publisher may charge a fee of \$35.00 for any returned checks.
3. For your convenience, when you pay by check, you expressly authorize Mutual Telephone Company, if your check is dishonored or returned for any reason, to electronically debit from your account the check amount and debit a dishonored check fee not to exceed the state maximum limit, plus any applicable sales tax. The use of a check for payment is your acknowledgement of this policy and its terms.
4. Any payments received from Applicant may be applied by Publisher to advertising charges due from Applicant under any other agreement Applicant has with Publisher and to charges for advertising Applicant has in successive issues of the directory(s).
5. Publishers reserves the absolute discretionary right to determine the appearance format and content of our yellow page directory(s) and to reject any and all trade names, trademarks, advertising and related copy at any time prior to publication. Publisher does not guarantee the position of any item of advertising. It is further agreed that advertising furnished to Publisher must be acceptable to Publisher and that publisher reserves the right at all times to reject any advertising copy matter which it, in its sole discretion, deems objectionable.
6. Publisher reserves the right to change any classification headings that are shown on the face of this contract.
7. Applicant grants Publisher the non exclusive right to use Applicant's name, likeness, and items of advertising in any of Publisher's advertising or promotional publications.
8. Applicant agrees that any advertising copy or artwork prepared by Publisher shall be retained and owned by Publisher unless otherwise agreed in writing. If Applicant specifies the use of the graphic services, Publisher may charge Applicant separately for the cost of these services.
9. PUBLISHER SHALL NOT BE LIABLE FOR THE OMISSION OF ANY FREE LISTING. PUBLISHER LIABILITY SHALL BE LIMITED TO THE AMOUNT OF ANY DEPOSIT COLLECTED FOR OMITTED ADVERTISING. IF ANY ERROR IS MADE IN AN ITEM OF ADVERTISING, APPLICANTS REMEDY SHALL BE LIMITED TO AN ADJUSTMENT IN BILLING EQUAL TO THE DIFFERENCE IN VALUE BETWEEN THE ITEM ORDERED AND THE ITEM AS PUBLISHED.
10. Publisher agrees to exercise reasonable care that the copy and listings are printed in each directory issue. Proof of display space advertising copy will be shown to the Applicant only when the Applicant specifically request in writing that proof be sent. If proof is mailed to an advertiser and said proof is not approved by Applicant within the time set forth on the proof sheet, it is mutually understood and agreed that the proof is said to be correct.
11. Applicant warrants that Applicant is authorized and entitled to advertise the business, service, product, trademark or trade names described in the company and listing furnished: Applicant further warrants that Applicant is in full compliance with all laws, including licensing requirements, relating to the products and services described in the copy and listing furnished. Applicant agrees to indemnify and hold Publisher harmless from against any and all claims, demands, suits, damages, causes of action or liabilities and will pay to Publisher all reasonable expenses, including attorneys fees, that may result if these warranties are breached.
12. 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.
13. This contract shall benefit and be binding on the successors, assigns and the personal representatives of Applicant. If the Applicant sells or assigns Applicant's business to third party(ies) this contract shall also be binding on such third party(ies) and must be disclosed as a binding obligation of the new owner. If for any reason the new owner fails to honor the contracted terms the Applicant agrees that the Applicant will be jointly and severally responsible for the amounts due including any expenses incurred, including reasonable attorney's fees, court costs and other costs incurred by the Publisher to enforce the terms of the agreement.
14. By signing this applicant, Applicant certifies that Applicant is the Applicant or is authorized to act on behalf of the Applicant by executing this application; Applicant admits having read all of the foregoing and neither Applicant nor Publisher shall be bound by an agreement or understanding not expressed in this application.

Customer's Initials _____ Date _____