

This advertising agreement made on the ____ of _____ 2007, by and between the Magazine Division of the Cincinnati Enquirer and the City of Mason at 6000 Mason-Montgomery Road, Mason, Ohio 45040 specifies that:

The advertiser agrees to spend \$67,824 between the dates of July 6, 2007, and May 6, 2008. This will be billed in 6 separate installments of \$11,304 on or immediately after the billing dates of Our Town Magazine as follows:

July 6, 2007 (Aug/Sept)	Jan 4, 2008 (Feb/Mar)
Sept. 7, 2007 (Oct/Nov)	Mar. 7, 2008* (Apr/May)
Nov. 9, 2007 (Dec/Jan)	May 8, 2008* (June/July)

- 1) The Enquirer Magazine Division agrees to run 16 consecutive pages of "Funformason" listings in Our Town Magazine in 6 consecutive issues beginning with July, 2007. These pages will be listed in the table of contents of each of these issues. In addition, Our Town will provide a button or banner on the Aug/Sept 2007 Issue to promote the premiere. The "Funformason" pages will appear in 15,000 copies of each issue of Our Town.
- 2) The Enquirer Magazine Division will print and mail 12,000 additional copies of a free-standing 16 page "FunforMason" brochure created directly from the Our Town 16 consecutive page special section. The Enquirer will provide the lay-out and design services for the section and the separate brochure, from suitable content supplied by the City of Mason. The PDF's of the pages will be available to The City of Mason for city use.
- 3) The Enquirer will provide a monthly online presence for The City of Mason on the Mason Community Page of Cincinnati.com which will be itemized as part of the \$11,304 bi-monthly installment.
- 4) The Enquirer Magazine Division will produce a minimum of 3 photo pages per year featuring activities at the Mason Recreation Center, and will provide additional remnant space (as available) in our zoned editions, and Our Town (as available) to promote classes and activities for the Mason Recreation Center.

All terms and conditions of the attached Cincinnati Enquirer Contract and the 2007 contract addendum apply.

** Subject to approval of budget dates for Our Town in 2008. The above contract covers items 1&2 in the attached standard contract.*

The Cincinnati Enquirer

The City of Mason

By: _____
Vice-President of Advertising

By: _____

By: _____
Advertising Director

By: _____

By: _____
Advertising Sales Mgr.

By: _____

By: _____
Account Executive

By: _____

THE CINCINNATI ENQUIRER

A GANNETT NEWSPAPER - EVERY MORNING AND SUNDAY

The Cincinnati Post

A SCRIPPS HOWARD NEWSPAPER - EVENINGS

312 Elm Street, Cincinnati, Ohio · 45202-2754 · Phone (513) 721-2700

ADVERTISING AGREEMENT

THIS ADVERTISING AGREEMENT ("Agreement"), made on this ___ day of ___, 2007, by and between The Cincinnati Enquirer (acting for itself and, until December 31, 2007, as sales agent for The Cincinnati Post and Kentucky Post), (hereinafter the "Newspaper") and (hereinafter the "Advertiser"), located at ___.

- 1. The Advertiser shall purchase a minimum of [___ Dollars/Lines of ___ Retail ___ Kentucky ___ National ___ National Distributor ___ Automotive ___ Real Estate ___ Employment or ___ Classified other advertising] at the rates indicated in (a) the Newspaper's applicable rate schedules or (b) the customized rates on the attached Addendum A, and on the terms in the Publication Terms and Conditions, both of which are incorporated herein by reference and made a part of this Agreement, subject to the rate revision provisions of Paragraph (4) below, including the advertiser's choice of:
___ Builder ___ CIN Weekly ___ Cincinnati.com ___ City Clips ___ Comic
___ Early Weekday Program ___ Preprints ___ Direct Values ___ Direct Value Wrap ___ Homearama
___ Ky Service Directory ___ Rental ___ Section Fronts ___ TV Magazines ___ Weather Page
___ Zones ___ Magazines ___ Other ___ Custom (see attachment A)

The aforementioned rates shall apply during the term of this Agreement and any amendment thereto, which is executed prior to December 31, 2007.

- 2. Term. The term of this Agreement shall be from the date hereof until December 31, 2007.
3. Short Rate/ Rebate. If, at the end of the term of this Agreement, Advertiser shall have spent more dollars/ran more frequency than agreed to in Paragraph (1) above, the Advertiser shall be entitled to the benefit of the rate applicable to the appropriate contract size, up to one level; provided that Advertiser purchased advertising at the rates indicated in the Newspaper's applicable rate schedules. If, however, at the end of the term of this Agreement, Advertiser shall have spent fewer dollars/ran less frequency than agreed to in Paragraph (1) above, or if this contract is terminated because of any financial or non-financial breach thereof by the Advertiser, then the Advertiser shall be short rated and the rates for all of Advertiser's advertising will be adjusted to the earned contract size, per the Newspaper's then current rate schedules.
4. Newspaper's Accompanying Advertising Rate Schedules. The terms and conditions of the Newspaper's rate schedules, a copy of which has been provided to the Advertiser, are incorporated herein by reference. If any terms or conditions of the accompanying advertising rate schedules conflict with the terms of this Agreement, the terms of this Agreement shall govern. The Newspaper may revise its accompanying advertising rate schedules at any time upon 30 days' written notice to Advertiser, and Advertiser may, without penalty, cancel this Agreement at any time prior to the time the new rates become effective upon prior written notice to the Newspaper.
5. Right to Edit or Reject. The Newspaper may, in its sole discretion, edit, classify, or reject at any time any advertising copy submitted by Advertiser.
6. Payment for Advertising. Advertiser shall pay for the advertising purchased under this Agreement according to the terms indicated on the Newspaper's invoices, and, if it fails to timely pay as provided for in the invoices, the Newspaper may reject advertising copy and/or immediately cancel this Agreement and Advertiser agrees to indemnify the Newspaper for all expenses incurred in connection with the collection of amounts payable under this Agreement, including court costs and attorneys' fees. If this Agreement is canceled due to Advertiser's failure to timely pay, the Newspaper may rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.
7. Joint and Several Liability. If Advertiser utilizes an agency ("Agency"), Advertiser and Agency shall be jointly and severally liable for complying with all the terms of this Agreement, including payment for all advertising. Agency commissions, if any, shall apply to all space charges and adjustments under this Agreement.
8. No Sequential Liability. This Agreement renders void any statements concerning liability, which appear on correspondence from Agency or Advertiser. It is further agreed that the Newspaper does not accept advertising orders or space reservations claiming sequential liability.
9. Incorrect Rates in Order Forms. When orders are forwarded by Advertiser or its Agency which contain incorrect rates or conditions, the advertising called for will be inserted and charged at the correct rate in force governing such advertising as provided for in the Newspaper's accompanying rate schedules, as may be revised pursuant to Paragraph (4) above, and in accordance with the conditions contained herein.
10. Typographical Errors; Incorrect Insertions or Omissions. This Agreement cannot be invalidated for typographical errors, incorrect insertions or omissions in advertising published. In the event of any such error or omission, the Newspaper agrees to run a corrective advertisement for that portion of the first insertion, which may have been rendered valueless by such typographical error, wrong insertion or omission. Such corrective advertisement shall be the sole remedy available to advertiser for any such typographical error, wrong insertion, or omission. Further Advertiser shall notify the Newspaper of such errors in time for correction before the second insertion. The Newspaper shall not be liable to Advertiser for any loss that results from the incorrect publication (including, without limitation, typographical errors), incorrect insertion or omission of Advertiser's advertisements.
11. Indemnification. Advertiser agrees to indemnify, defend and hold harmless the Newspaper from all claims (whether valid or invalid), suits, judgments, proceedings, losses, damages, costs and expenses, of any nature whatsoever (including reasonable attorneys' fees) for which the Newspaper or any of its affiliates may become liable by reason of Newspaper's publication of Advertiser's advertising.
12. Ownership of Advertising Copy. All advertising copy, which represents the creative effort of the Newspaper and/or the utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of the Newspaper, including all rights of copyright therein. Advertiser understands and agrees that it cannot authorize photographic or other reproduction, in whole or in part, of any such advertising copy for use in any other medium without the Newspaper's prior written consent.
13. Taxes. Any federal, state or local taxes, license fees, or other charges by any governmental agency, imposed on the printing of advertising material or on the sale of advertising space, shall be assumed and paid by Advertiser.
14. Assignment. This Agreement may not be assigned or transferred by Advertiser or Agency.
15. Credit Check. The effectiveness of this Agreement is subject to a satisfactory credit check on Advertiser and/or Agency.
16. Credits. Any claim by Advertiser for a credit related to rates incorrectly invoiced or paid must be submitted in writing to the Newspaper within ninety (90) days of the invoice date or the claim will be waived.
17. Consent to Receive Faxes. Advertiser consents to receive facsimile advertisements and any other notices from Newspaper to the following facsimile number(s): _____.
18. Entire Agreement. This Agreement, the applicable Newspaper rate schedules, Publication Terms and Conditions, incorporated herein and any other attachments hereto, constitutes the complete understanding of the parties and supersedes all prior agreements, understandings, negotiations and/or arrangements between the parties and cannot be amended except in writing and signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Agreement as of the date noted above.

The Cincinnati Enquirer (acting for itself and, until December 31, 2007, as sales agent for The Cincinnati Post and Kentucky Post)

____ [ADVERTISER]

By: _____
Vice President-Advertising

Printed Name: _____
By: _____

By: _____
Advertising Director

Title: _____
____ [AGENCY-If Applicable]

By: _____
Advertising Sales Manager

Printed Name: _____

By: _____
Advertising Sales Executive

By: _____
Title: _____

AMENDMENT TO ADVERTISING AGREEMENT

This agreement constitutes an amendment ("Amendment") to the Advertising Agreement that is in effect from Feb '07 to December 31, 2007, between The Cincinnati Enquirer (acting for itself and, until December 31, 2007, as sales agent for the Cincinnati Post and Kentucky Post) and the following advertiser Dawn Green, a corporation with its principal office located at Mariemont, Ohio (hereinafter "Advertiser").

1. The Cincinnati Enquirer (hereinafter "The Enquirer") acts as agent for The Cincinnati Post and Kentucky Post pursuant to a joint operating agreement ("JOA") that terminates on December 31, 2007. Once the JOA terminates, The Enquirer will no longer be authorized to act as the agent for The Cincinnati Post or Kentucky Post. After December 31, 2007, The Enquirer will no longer be able to provide advertising, pursuant to the Advertising Agreement, except as that Agreement (including any addenda thereto) is hereby amended.
2. Effective January 1, 2008, the Advertising Agreement (including any addenda thereto) is amended:
 - to substitute "The Cincinnati Enquirer" for (i) "The Cincinnati Enquirer (acting for itself and, until December 31, 2007, as sales agent for the Cincinnati Post and Kentucky Post)," or any variation thereof, as a contracting party and (ii) the "Newspaper;"
 - to permit Advertiser to advertise with The Enquirer until the end of the term of this Amendment at the same advertising rates provided for in the Advertising Agreement and any addendum thereto; and
 - to require that Section 3 ("Short Rate/Rebate") of the Advertising Agreement, or any similar provision in any addendum thereto, be calculated based upon the time period from the beginning of the term of the Advertising Agreement until the end of the term of this Amendment.
3. The term of this Amendment is from January 1, 2008 until _____, 2008.
4. All terms and conditions of the Advertising Agreement (including any addenda thereto) not specifically amended herein remain in full force and effect until the end of the term of this Amendment.
5. In the event, of any conflict between those provisions of the Advertising Agreement to which this Amendment pertains, and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Amendment as of _____, 2007.

The Cincinnati Enquirer

By: _____
Vice President-Advertising

By: _____
Advertising Director

By: _____
Advertising Sales Manager

By: _____
Advertising Sales Executive

_____ [ADVERTISER]

Printed Name: _____

By: _____

Title: _____

_____ [AGENCY-If Applicable]

Printed Name: _____

By: _____

Title: _____