

FOR OFFICE USE

SIC Code No. _____ Account No. _____ Account Executive No. _____

Business Name: _____

Address: _____ City: _____ State: _____

Zip Code: _____ Business Phone Number: _____ Fax: _____ email: _____

If bill goes to other address, please indicate: _____

RETAIL DISPLAY ADVERTISING AGREEMENT

The business named above ("Advertiser") hereby agrees to purchase, and Landmark Communications, Inc. d/b/a The Virginian-Pilot ("Publisher"), by its acceptance hereof, agrees to publish, retail display advertising ("Advertising") (all Advertising copy to be furnished by Advertiser) in The Virginian-Pilot at the Revenue Investment Level designated below and in accordance with such advertising schedule as shall be agreed upon by Advertiser and Publisher, all in accordance with the terms and conditions hereafter set forth in this Agreement and in the retail advertising rate card (including any supplements) in effect on the Effective Date hereof (collectively, the "Agreement"). This Agreement shall be effective (the "Effective Date") as of the first day of the month in which this Agreement is accepted by Publisher, as indicated by its signature below.

REVENUE INVESTMENT LEVEL

- Advertiser hereby agrees to purchase, and authorizes publication of, such Advertising products as shall be selected by Advertiser during the term of this Agreement in an amount, after applying any applicable discount, equal to not less than \$ _____ (such amount, the "Revenue Investment Level"). The per column inch rate for the Advertising (as set forth in the retail advertising rate card, the "Designated Rate") shall be based on (i) the Advertising product(s) selected by Advertiser and (ii) the Revenue Investment Level designated in this Section 1.
- Additional Revenue Investment Options:
 - Frequency Discount Rates: _____ - week agreement
 - "Power Packages", minimum 6-week agreement, Addendum to Agreement required
 - Weather Page Package: _____ 12 week agreement
_____ 26 week agreement
_____ 52 week agreement
 - People Page Package: _____ 12 week agreement
_____ 26 week agreement
_____ 52 week agreement

TERM AND RENEWAL

- Unless otherwise specified herein, the term of this Agreement shall be one (1) year from the Effective Date, it being agreed that, provided Advertiser has achieved its Revenue Investment Level and is not otherwise in default hereunder, and unless either party hereto gives written notice terminating this Agreement at least thirty (30) days before the end of such term and each succeeding term, this Agreement shall be automatically renewed on the same terms as are set forth herein (provided, however, that the rates applicable to Advertising under any renewed Agreement shall be Publisher's rates in effect at the time of renewal, as set forth in the then-current retail advertising rate card, and, provided, further, that the Revenue Investment Level for any renewal term shall be subject to amendment by the parties hereto) for additional periods of one (1) year (or other applicable period) each until terminated by such notice.

PAYMENT TERMS

- Any Advertiser requesting credit with respect to this Agreement shall complete a credit application provided by or otherwise acceptable to Publisher. When Advertiser is notified by Publisher that its credit has been approved, payment for all Advertising shall be due on or before the fifteenth (15th) day of the month next following publication of such Advertising. Payment shall be made in accordance with the terms set forth in this Agreement. Any account not paid on or before the fifteenth (15th) day of the month following publication will be deemed to be past due. The foregoing notwithstanding, Publisher reserves the right to require cash in advance from Advertiser upon ten (10) days' written notice prior to the payment due date, or immediately and without notice in the event any account of Advertiser is past due.
- Unless and until Publisher notifies Advertiser that credit will be extended to Advertiser, all payments for Advertising purchased hereunder shall be made by Advertiser in cash at the time Advertising copy is submitted for publication and at the rates applicable to the Advertising at such time.

RATE CHANGE

- Publisher reserves the right to change any of the rates, discounts or production data or specifications set forth in this Agreement or the retail advertising rate card by posting written notice of such changes in United States first class mail addressed to Advertiser. Any such change shall become effective on the date set forth in such notice or thirty (30) days after mailing, whichever is later. In the event of any such change, Advertiser shall have the right to terminate this Agreement, as of the effective date of such change, by giving written notice to Publisher prior to the effective date

of such change. Unless such notice is given to Publisher prior to the effective date of such change, Advertiser shall be deemed to have agreed to such change, and this Agreement shall continue in full force and effect with the revised terms substituted for the applicable terms previously in effect. In the event Advertiser exercises its option to terminate this Agreement as aforesaid, then provided Advertiser has performed all of its obligations hereunder prior to such termination, Advertiser shall, for all Advertising published prior to the effective date of such change in accordance with the terms of this Agreement, be entitled to the discounts which it would have received had it continued to perform its obligations hereunder.

NOTICES

- All notices herein provided for shall be deemed given if and when posted in United States first class mail addressed to Publisher at 150 West Brambleton Avenue, Norfolk, Virginia 23510, to the attention of the Publisher, and to Advertiser's billing address as set forth above.

DEFAULT

- In the event Advertiser defaults in paying any monies due hereunder or in performing any of its other obligations hereunder, and such default is not cured within two (2) calendar days after written notice thereof from Publisher to Advertiser, then Publisher shall have, in addition to all other rights and remedies provided by law, the right to immediately terminate this Agreement by giving written notice of such termination to Advertiser. If Advertiser is adjudicated a bankrupt or placed in receivership, or makes a general assignment for the benefit of creditors, Publisher shall have the right to terminate this Agreement by giving such notice to Advertiser at such time thereafter as Publisher may elect. In the event of any such termination by Publisher, Advertiser shall pay for all Advertising published during the term of this Agreement at the Earned Rate (defined below) then in effect (to be invoiced as provided in Section 9 below), unless Advertiser has previously complied with the Revenue Investment Level requirements of Section 1 hereof and Advertiser is at the time of such termination entitled to a discount, based upon the satisfaction of Advertiser's commitments by advertisements that have previously been published and paid for, and without having to take into account any future anticipated additional publication of advertisements. In the event of any default under this Agreement by Advertiser, Advertiser agrees to pay a service charge of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) computed on any amount which is not paid in accordance with the terms of this Agreement, and further to pay all costs, including actual attorneys' fees or attorneys' fees equal to one-third (33.3%) of any delinquent balance that is placed in the hands of an attorney for collection, whichever is greater, incurred by Publisher in connection with the collection of any past due account of Advertiser.

9. In addition to the foregoing, Advertiser expressly acknowledges and agrees that if Advertiser does not purchase Advertising sufficient to achieve the Revenue Investment Level specified in Section 1 above, all Advertising published during the term of this Agreement shall be subject to Publisher's Short Rate (defined below). In such event, at the end of the term of this Agreement Publisher shall deliver to Advertiser an invoice in an amount equal to (i) charges for Advertising purchased hereunder which have been previously billed to and not yet paid by Advertiser plus (ii) the Shortfall Amount (defined below). For purposes of this Agreement, for any particular Advertising product purchased hereunder, (x) the "Short Rate" is defined as the difference between (a) the Earned Rate (defined below) applicable to the level of Advertising actually purchased hereunder and (b) the Designated Rate (as defined in Sections 1 and 2 above), (y) the "Earned Rate" is defined as the per column inch rate at the applicable revenue level for the actual number of column inches of Advertising purchased hereunder (as set forth in the retail advertising rate card), and (z) the "Shortfall Amount" is defined as Short Rate multiplied by the actual number of column inches of Advertising purchased.

TAXES

10. There shall be added to any charges for Advertising due pursuant to this Agreement amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement or the publication of the Advertising, including state and local privilege or excise taxes based on gross revenue, and any taxes or amount in lieu thereof paid or payable by Publisher in respect of the foregoing, exclusive, however, of any taxes based on net income.

GENERAL

- 11. In the event Advertising copy is not furnished by Advertiser to Publisher in accordance with Publisher's deadline schedules, Publisher may, at its option, publish on behalf of Advertiser such minimum size advertisement as shall be necessary for Advertiser to comply with the terms of this Agreement.
12. Publisher reserves the right to edit, revise or reject any Advertising. The foregoing notwithstanding, Advertiser has full responsibility for the legality of the items and/or services advertised and the advertisement thereof, and has full responsibility for the legality of the content of the Advertising. Advertiser shall indemnify and save harmless Publisher and its affiliates against any loss, damage, cost and expense (including, without limitation, attorneys' fees) which Publisher and its affiliates may incur, or become liable for, by reason of all such matters and any and all claims or actions for libel, violation of any right of privacy, plagiarism, copyright infringement, illegality of items and/or services advertised, illegality of the content of the Advertising, and any and all other claims of any kind or nature in connection with advertising matter published pursuant to this Agreement.
13. Neither Publisher nor its affiliates shall be liable in the event any act of God, the public enemy or governmental authority, labor dispute, war (whether or not declared), civil disobedience, riot, failures of equipment or systems of Publisher or its suppliers, or other occurrences beyond its control shall in any way restrict or prevent the distribution of its newspapers or the publication of the Advertising. Neither Publisher nor its affiliates shall be liable by reason of any error in connection with any advertisement (including, without limitation, typographical errors, failures to publish Advertising on desired dates or in requested positions in Publisher's newspapers, omissions or additions to advertisements); provided, however, that Publisher shall be obligated to adjust or rebate pro rata the charge on any Advertising which has been materially affected by any error of Publisher; and provided, further, however, that Publisher's obligation with respect to such adjustments or rebates shall not apply to more than one incorrect insertion of such Advertising unless and until Publisher is notified of the error twenty-four (24) hours prior to repetition of the insertion. Advertiser must notify Publisher of any errors occurring when they appear, and any adjustments to the charge on any Advertising will not be honored beyond thirty (30) days of the previous month's billing. In no event shall Publisher or its affiliates be liable to Advertiser for lost sales, profits or any special, incidental, indirect, consequential or punitive damages through its actions, inaction or neglect because of any matters arising out of or in connection with this Agreement, regardless of whether a claim is made under tort, contract or other theory of law.
14. All property rights, including any copyright interest, in Advertising produced for Advertiser by Publisher using art work and/or typography furnished or arranged for by Publisher shall be the sole property of Publisher. No such Advertising or any part thereof may be reproduced without the prior written consent of Publisher.
15. None of Advertiser's rights or obligations hereunder may be assigned or transferred without the prior written consent of Publisher and any attempt by Advertiser to assign or transfer any such rights or obligations without such consent shall be void and unenforceable. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
16. The agreements, conditions, rates and regulations set forth in this Agreement, any addenda hereto and any retail advertising rate cards incorporated herein from time to time constitute the entire agreement between Advertiser and Publisher. Advertiser expressly acknowledges and agrees that it has been provided with a copy of the retail advertising rate card in effect as of the Effective Date and, further, that terms of such rate card are incorporated herein by reference; provided, the foregoing notwithstanding, in the event of a conflict between the terms of this Agreement and any such rate card, the terms of this Agreement shall control.
17. Advertiser acknowledges and agrees that this Agreement and any account estab-

lished hereby shall be governed in accordance with the laws of the Commonwealth of Virginia. Any cause of action arising under this Agreement or any account established hereby shall be adjudicated exclusively in a court in Norfolk, Virginia. Accordingly, Advertiser hereby submits to such jurisdiction in Norfolk, Virginia and appoints the Secretary of the Commonwealth of Virginia as agent for service of process.

18. Advertiser represents and warrants that the person signing below on behalf of Advertiser is a duly authorized representative of Advertiser and, as such, upon execution by such person this Agreement shall constitute the legally binding obligation of Advertiser. Without limiting the foregoing, the parties acknowledge that there shall be no legally binding agreement with respect to the subject matter of this Agreement until the same has been accepted by Publisher, as evidenced by its signature below.

ADVERTISER (SIGNATURE): _____

BY (PRINTED): _____

COMPANY OFFICER'S TITLE: _____

DATE: _____

RECEIVED BY: _____

DATE: _____

Accepted by:

LANDMARK COMMUNICATIONS, INC.

D/B/A THE VIRGINIAN-PILOT

BY: _____

DATE: _____

As a valued advertiser, The Virginian-Pilot presents one half-price 5-day business subscription to be delivered to your business Monday through Friday for one year. The cost of this half-price subscription is an additional \$31.

___ Check here if you wish to receive the half-price subscription.

SUBSCRIPTION DELIVERY ADDRESS: _____
