

ORDINANCE NO. 2008 - 53

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE MAGAZINE DIVISION OF THE "CINCINNATI ENQUIRER" FOR ADVERTISING "FUNFORMASON"**

WHEREAS, the City of Mason desires to inform citizens and advertise its "Funformason" Parks & Recreation program; and

WHEREAS, the Magazine Division of the "Cincinnati Enquirer" publishes "Our Town Magazine"; and

WHEREAS, the City wishes enter into a contract with the Magazine Division of the "Cincinnati Enquirer" to advertise Mason and have Mason on their website, as well as other benefits to the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, seven members thereto concurring:

Section 1. That the contract with the Magazine Division of the "Cincinnati Enquirer," in the amount of \$70,224 for various advertising and promotions, is hereby accepted. A copy of the contract is attached hereto and incorporated herein by reference.

Section 2. That the City Manager is hereby authorized and directed to enter into a contract with the Magazine Division of the "Cincinnati Enquirer" for said advertising according to the specifications set forth by said contract.


Section 3. That the Finance Director is hereby authorized and directed to pay the Magazine Division of the "Cincinnati Enquirer" the sum of \$70,224 in accordance with the terms of the contract.

Section 5. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 21<sup>st</sup> day of April 2008.

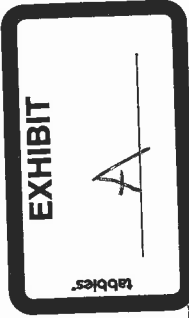
Attest:

  
Clerk of Council

  
Mayor

# THE CINCINNATI ENQUIRER

MAY 02 2008



312 ELM STREET  
CINCINNATI, OH 45202  
(513) 721-2700

This advertising agreement made on the 30<sup>th</sup> of April, 2008, by and between the Retail Division of the Cincinnati Enquirer and the City of Mason located at 6000 Mason-Montgomery Road, Mason, Ohio 45040 specifies that:

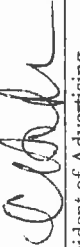


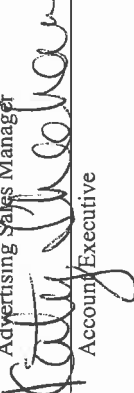
The advertiser agrees to spend \$70,224 between the dates of May 10, 2008 and May 9, 2009. This will be billed in 6 separate installment of \$11,704 on or immediately after the billing dates of Our Town Magazine as follows:

July 9, 2008 (Aug/Sept)	January 7, 2009 (Feb/March)
September 10, 2008 (Oct/Nov)	March 11, 2009* (April/May)
November 12, 2008 (Dec/Jan)	May 13, 2009* (June/July)

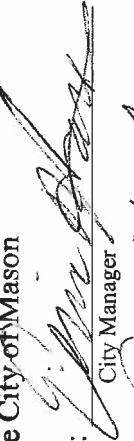
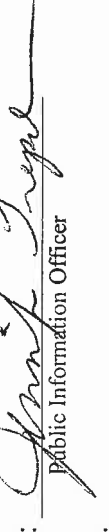
- 1) The Enquirer agrees to run 16 consecutive pages of "FunforMason" listings in Our Town Magazine in 6 consecutive issues beginning with July, 2008. These pages will be listed in the table of contents of each of these issues. The "FunforMason" pages will appear in approximately 13,000 copies of each issue of Our Town Magazine.
- 2) The Enquirer will print and deliver approximately 14,000 additional copies of a freestanding 16 page "FunforMason" brochure created directly from the Our Town Magazine 16 consecutive page special section. The Enquirer will provide the layout and design services for the section and the separate brochure, from suitable content supplied by the City of Mason. The brochure will be distributed to select households provided by the City of Mason and remaining Mason addresses, including the 45040 zip code. 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 ConnectMason site of Cincinnati.com which will be itemized as part of the \$11,704 bi-monthly installment.
- 4) The Enquirer will produce a minimum of 3 photo pages per year featuring activities at the Mason Community Center, and will provide additional remnant space as available in other products, including but not limited to City Clips, Your Hometown Enquirer, Community Press and Our Town Magazine to promote classes and activities for the Mason Community Center.

*All terms and conditions of the attached Cincinnati Enquirer Contract and the 2008 contract addendum apply. The above contract covers items 1 & 2 in the attached standard contract. \* Subject to approval of budget dates of Our Town Magazine in 2009.*

The Cincinnati Enquirer

By:   
Vice-President of Advertising  
By:   
Advertising Director  
By:   
Advertising Sales Manager  
By:   
Account Executive

The City of Mason

By:   
City Manager  
By:   
Public Information Officer  
By: \_\_\_\_\_  
By: \_\_\_\_\_

# THE CINCINNATI ENQUIRER

A GANNETT NEWSPAPER – EVERY MORNING AND SUNDAY  
312 Elm Street, Cincinnati, Ohio · 45202-2754 · Phone (513) 721-2700

## ADVERTISING AGREEMENT

THIS ADVERTISING AGREEMENT ("Agreement"), made on this 30th day of April, 2008, by and between The Cincinnati Enquirer, (hereinafter the "Newspaper") and The City of Mason (hereinafter the "Advertiser"), located at 6000 Mason-Montgomery Rd., Mason, OH 45040.

1. The Advertiser shall purchase a minimum of [      ] Dollars of      Retail      Kentucky Zone      National      National Distributor      Automotive      Real Estate      Employment or      Classified other advertising [ at the rates indicated in the Newspaper's applicable rate schedules, 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;

<u>    </u> Builder	<u>    </u> CIN Weekly	<u>    </u> Cincinnati.Com	<u>    </u> City Clips	<u>    </u> Comic
<u>    </u> Early Weekday Program	<u>    </u> Preprints	<u>    </u> Direct Values	<u>    </u> Direct Value Wrap	<u>    </u> Homearama
<u>    </u> Ky Service Directory	<u>    </u> Rental	<u>    </u> Section Fronts	<u>    </u> TV Magazines	<u>    </u> Section Fronts
<u>    </u> Weather Page	<u>    </u> Zones	<u>    </u> Magazines	<u>    </u> Other	<u>X</u> Custom (see attachment A)

2. Term. The term of this Agreement shall be one (1) year from the date hereof, and it shall be automatically renewed, unless either party gives notice to the contrary prior to the renewal date.

3. Short Rate/ Rebate. If, after one (1) year from the date hereof, 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. If, however, after one (1) year from the date hereof, 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 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.

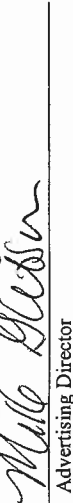
17. Consent to Receive Faxes. Advertiser consents to receive facsimile advertisements and any other notices from Newspaper to the following facsimile number(s), 229-8511.

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  
By: 

Vice President-Advertising

By:   
Advertising Director

The City of Mason [ADVERTISER]  
itrepal@masonoh.org [EMAIL ADDRESS]

Printed Name: Jennifer Trepal

By: 

Title: Public Information Officer

\_\_\_\_ [AGENCY-If Applicable]

Printed Name: \_\_\_\_\_

By:   
Advertising Sales Executive

Title: \_\_\_\_\_

6/8/06