

**IDAHO MOUNTAIN EXPRESS
DISPLAY ADVERTISING CONTRACT**

THIS AGREEMENT made and entered into this 13 day of February, 2017, by and between EXPRESS PUBLISHING, INC., an Idaho corporation, (hereinafter referred to as "Publisher"), and Syringa Mountain School, Inc. of (City) Hailey, (State) ID (hereinafter referred to as "Advertiser").

The Publisher hereby sells and the Advertiser hereby purchases advertising space in the Publisher's publication the "Idaho Mountain Express" as set forth herein. The Publisher and Advertiser have each read and hereby agree to the Terms and Conditions of this Agreement. No term or condition written on any insertion order, reservation order, blanket contract, instruction or document other than this Agreement will be binding on the Publisher, unless Publisher agrees to such terms and conditions in writing.

1. The Advertiser shall purchase and use in the twelve-month period commencing the 13 day of February, 2017 and terminating the last day of February 2018 no less than the dollar volume of advertising designated by the Advertiser's initials.

1.A. Display Advertising Discount Rates by Contract Level			
(Circle dollar volume, discount percentage, and rate per inch. Advertiser must initial where shown.)			
Dollar Volume Contract Level	Discount Percentage	Rate per Inch	Advertiser's Initials
<u>\$2,360</u>	8%	\$18.20	<u>CMF</u>
\$4,673	9%	\$18.00	_____
\$9,467	10%	\$17.80	_____
\$18,272	11%	\$17.60	_____
\$35,708	13%	\$17.20	_____
\$52,312	15%	\$16.80	_____
\$68,107	18%	\$16.20	_____

2. **Payment and Interest:** The Advertiser shall pay in consideration of this agreement the Rate per Inch listed in box 1.A. for advertising space payment, which sum is due and payable the 15th day of each month for advertising used the immediately preceding month. The Advertiser agrees to pay 1.66% a month interest on the past due outstanding balance of the account, which is an annual percentage rate of 20% per annum. The Advertiser agrees to pay the price per column inch set forth in this Agreement whether or not the Advertiser uses said advertising space as liquidated damages and not as penalty.

3. **Additional Charges:** Advertiser acknowledges that the discount set forth in paragraph 1.A. of this Agreement does not apply to color charges, original artwork or photo shoot charges. The Advertiser shall pay charges for such services as set forth on the Publisher's Idaho Mountain Express Rate Card then in effect. The advertiser further acknowledges that any charges for color, placement, photography, original art work on newspaper advertisements, as well as classified ads, inserts or ads in any other Express Publishing products are not applicable towards the total dollar volume that must be met to fulfill the Display Advertising Contract. The dollar amount agreed upon above must be spent purchasing actual display advertising inches in the Idaho Mountain Express.

4. **Deadlines and Cancellation:** The Advertiser agrees that it is the Advertiser's sole responsibility to provide the advertising copy to the Publisher not later than the deadline to be established by Publisher. If the Advertiser fails to do so on or before said date and time, then the Publisher may use the advertising space as the Publisher, in its sole discretion, deems to be in the interest of the Advertiser. Publisher expressly reserves the right at its sole discretion to reject or cancel for any reason at any time any advertisement without liability, even if previously acknowledged, accepted or published.

5. **Errors and Omissions.** The Publisher agrees to use its reasonable efforts to avoid errors and omissions in the Advertiser's advertising copy. However, the Advertiser shall be solely responsible for the content and correctness of its advertising, and the Publisher is not liable for any errors or omissions therein. The Publisher is not liable for any failure or delay in printing, publishing or circulating any copies of the Idaho Mountain Express or any advertisement submitted to it. The Publisher's liability for any act, error or omission for which it may be held legally responsible shall not exceed the cost of the advertising space affected thereby and in no event shall the Publisher's liability exceed the amount paid by the Advertiser to Publisher for the advertising space. The Publisher shall not be liable for any special, general, consequential or incidental damages, including, but not limited to, lost income or profits claimed by Advertiser and/or any third party.

6. **Placement and Content:** The Publisher shall have sole discretion as to the placement of all advertising in the Idaho Mountain Express. Publisher will treat all placement stipulations and instructions as requests only, and Publisher is not liable for failure to meet positioning requirements. Failure to meet position requests shall not constitute cause for adjustment, refund, rerun, or termination of this Agreement.

7. **Right to Refuse.** The Publisher, in its sole discretion, shall have the right to refuse to publish advertising material, including, but not limited to, material that the Publisher determines to be libelous, obscene, deceptive or violates any copyright or other law.

8. **Printing.** The Advertiser acknowledges and agrees that there may be a variance in the final printed color quality from the original electronic file, printed proof, color key or separation and waives any claim with regard thereto.

9. Ownership. All advertising produced by the Publisher for the Advertiser, including, without limitation, text, photographs, graphics, content, and design elements, are and shall remain the sole property of the Publisher, including, without limitation, all copyrights therein, and shall not be used without the prior written consent of Publisher. The Advertiser understands and agrees that the Advertiser cannot use or authorize the use or the photographic, electronic or other reproduction, in whole or in part, of any such advertising content or copy for use in any other newspaper, publication, Web site or other advertising medium not owned by Publisher without the prior written permission of the Publisher.

10. Indemnification: Advertiser and Agency, if there be one, each represents and warrants to the Publisher that each advertisement submitted by it for publication in the Idaho Mountain Express contains no copy, illustrations, photograph or other content that may result in any claim whatsoever against the Publisher. The Advertiser and the Agency, if there is one, each agree jointly and severally to hold harmless and indemnify the Publisher, its officers, employees and representatives, from and against any and all claims, causes of action, damages and expenses of any nature whatsoever, including, without limitation, attorney fees, court costs and costs of appeal, which the Publisher incurs or may become liable for by reason of the publication, copying or distribution of the Advertiser's advertising or promotions, including, without limitation, any and all claims, causes of action, and lawsuits alleging libel, privacy invasion, misuse of publicity rights, trademark or copyright infringement, defamation or otherwise based upon the content or appearance of any advertisements or promotion of the Advertiser, including, without limitation, text, photographic and graphic content.

11. Payment, and Costs of Collection. Failure to receive tear sheets or co-op reimbursement shall not be a reason to delay any payment due for advertising beyond the required due date. In addition to the amount owed for unpaid advertising and applicable interest and late charges, the Advertiser agrees to pay the Publisher for all expenses incurred by the Publisher to collect any amounts due and payable under this Agreement, including, without limitation, court costs and reasonable attorney fees.

12. Labeling. Any advertisement that simulates or may be confused with editorial content must be clearly labeled "Advertisement" at the top of the advertisement, and the Publisher in its sole discretion may so label any such advertisement.

13. Republication of Advertisements. Advertiser and the Agency each agree that any submitted advertisement published may, at Publisher's option, be republished or reused by Publisher in any form in whole or in part in all media now in existence or developed in the future.

14. Termination. The Publisher may terminate this Agreement upon written notice to the Advertiser for any of the following reasons: (a) the Advertiser fails to make any payment or fails to perform any other obligation of Advertiser as set forth herein, (b) the Advertiser makes an assignment for the benefit of creditors or a petition for bankruptcy or reorganization is filed under applicable federal law by or against the Advertiser, or (c) in the opinion of the Publisher the credit of the Advertiser is or may be impaired.

15. Excusable Delays. The Publisher shall not be liable for any damages related to delay or failure to perform due to causes beyond its control, including, without limitation, fire, strike, work stoppage, inclement weather, failure of machinery, equipment or information systems, power outages, government action, or acts of God. Any such delay or failure to perform by the Publisher shall not be grounds for termination of this Agreement by Advertiser, and Publisher's performance shall be excused during this type of delay.

16. Choice of Law and Forum. This Agreement and all issues related thereto shall be governed by the laws of the state of Idaho applicable to contracts to be performed entirely therein and without reference to its laws regarding conflict of laws. The district court of the state of Idaho, in and for the County of Blaine and the federal court for the District of Idaho, shall have exclusive jurisdiction with regard to any dispute, action or proceeding arising out of or with regard to this Agreement, and each of the parties hereto hereby irrevocably consents to said jurisdiction and venue.

17. Entire Agreement. This is the entire agreement between the parties hereto. No agreement or representation, oral or otherwise, is binding unless expressly set forth herein. No amendment or modification or waiver of compliance hereof shall be binding unless evidenced in writing signed by the Advertiser and the Publisher's Advertising Manager.

18. Miscellaneous. All covenants and agreements set forth in this Agreement shall survive termination of this Agreement. This Agreement may not be assigned by the Advertiser without the prior written consent of the Publisher, which will not be unreasonably withheld. The Advertiser shall not sublet any advertising space purchased hereunder or allow the same to be used for any business or purpose other than as contemplated hereby. The paragraph captions are for convenience only and shall not be considered in construing or interpreting this Agreement. The Publisher's failure to insist on upon strict performance by the Advertiser of any term or provision of this Agreement shall not result in the waiver or loss of the Publisher's right to require full performance of each term and condition hereof in the future. Time is of the essence in performance of this Agreement.

19. Advertising Agencies. In the event this Agreement is executed by an advertising Agency or other agent preparing advertising for the Advertiser (referred throughout this Agreement as "Agency") on behalf of an Advertiser, the Agency warrants and represents to the Publisher that it has full right and authority to execute same on behalf of the Advertiser and that all provisions, terms, conditions and obligations set forth in this Agreement are binding on the Agency and the Advertiser jointly and severally, and each reference in this Agreement to "Advertiser" shall include the Agency. The Agency and the Advertiser are each liable for the payment of all bills and charges incurred for each advertisement placed by the Agency for the Advertiser. The rights of the Publisher to payment from the Agency or the Advertiser shall not be affected by any dispute between the Agency and the Advertiser. All disclaimers contained in advertising agency insertion orders or contracts as "for agency" and similar provisions are void and suspended by this Agreement.

20. Authority. The person signing this Agreement for the Advertiser hereby represents and warrants to the Publisher that he/she is fully authorized to execute this Agreement on behalf of and legally bind said party. This Agreement shall not be effective until executed by the Advertising Manager of the Publisher.

PERSONAL GUARANTY. I, the undersigned, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby unconditionally and irrevocably personally guarantee full and timely payment to the Publisher of all amounts due under this Agreement. I hereby understand, acknowledge, and agree that the Publisher is entering this contract and extending credit to the Advertiser in reliance upon this guaranty and the Publisher would not do so otherwise. The obligations hereunder are joint and several, and I waive any right to require the Publisher to proceed against Advertiser.

IN WITNESS WHEREOF, the parties hereto have affixed their seals and signatures the day and years first above written.

ADVERTISER:

BUSINESS NAME: Springs Mountain School, Inc.

STREET ADDRESS: 4021 Glenbrook Drive

BILLING ADDRESS: Same

CITY Hailey STATE ID ZIP 83333

NAME (please print): Christine Fonner

SIGNATURE: [Signature]

as Authorized Agent of Advertiser, and
as Personal Guarantor

PUBLISHER: EXPRESS PUBLISHING, INC.

BY ADVERTISING EXECUTIVE:

NAME (please print): _____, Title _____

SIGNATURE: _____

BY ADVERTISING MANAGER:

NAME (please print): _____

SIGNATURE: _____

For internal office use only: Account Number _____