



PAPERCHAIN NETWORK PARTICIPATION AGREEMENT

Whereas, PAPERCHAIN, LLC, is a Colorado Limited Liability Company (hereinafter, "PaperChain") formed by the group of national, regional and state community paper associations listed at the website located at www.paperchainnetwork.net/ourNetwork/ourNetwork.html (the "Associations") in order to provide their member publishers with a means by which to share a national brand identity that encourages media buyers to recognize and easily include community papers in their media buys;

Whereas, PaperChain desires to form an electronic advertising network to allow media buyers to place advertisements in community papers in multiple regions through a single member publisher (the "Network"); and

Whereas, the undersigned ("Publisher") desires to participate in the Network, and be able to receive advertisements via the Network.

NOW THEREFORE, effective _____, 200__, in consideration of the foregoing recitals and other mutual promises, Publisher agrees to accept and publish previously formatted, ready-to-insert, display advertising received from the Network ("Network Advertisement") under the following terms and conditions:

1. Publisher agrees to publish Network Advertisements at seventy percent (70%) of Publisher's published local open rate, as converted by PaperChain to Standard Advertising Units.
2. Publisher agrees that all Network Advertisements shall be published in Standard Advertising Units.
3. Publisher retains the right to accept or reject any individual Network Advertisement, for any reason, but shall not make changes in the size, content or any other aspect of any Network Advertisement.
4. Publisher agrees to maintain facilities to receive advertisements in PDF format. Publisher agrees that payment shall be conditioned upon providing tear sheets to the address indicated on the insertion order by the specified deadline date.
5. Publisher agrees to comply with any Network policies, procedures, terms and conditions that PaperChain may enact from time to time as posted at www.paperchainnetwork.net. PaperChain shall not adopt any changes to policies, procedures, terms and conditions without a minimum 45-day notice period and shall use its best efforts to notify publishers of the change and its effective date.
6. Publisher agrees not to charge interest on any overdue PaperChain Network transaction. Network warrants that it will use its best efforts to check credit references and only extend credit to advertisers that Network believes has the ability to pay for advertising, and Network warrants that it will use its best efforts to collect all such advertising. However, in the extension of credit uncollected accounts may occur. In such case where Network advertising is not collected, Publisher agrees to pursue collection only through authorized PaperChain representatives and shall not hold PaperChain, any of the Associations or their agents liable for such uncollectible debt.



7. Publisher represents and warrants that (a) it is now and shall remain a member in good standing of one of the Associations and (b) the circulation of its publication has been audited by one of the approved circulation auditing firms listed on the www.paperchainnetwork.net web site within the past 24 months, or has an audit in process that will be completed within the 24 months following the date of this Agreement. Publisher acknowledges and agrees that PaperChain may terminate this Agreement for a breach of any of the foregoing representations and warranties.

8. This Agreement may be terminated by Publisher upon thirty days written notice to PaperChain for any reason or no reason. PaperChain may terminate this Agreement upon thirty days written notice to Publisher for any reason or no reason.

9. This Agreement shall be interpreted under the laws of the state of Maryland without regard to its choice of law provisions. Publisher agrees to accept the personal jurisdiction of state and federal courts located in Maryland. The waiver of a breach of a provision of this Agreement shall not operate or be construed to invalidate the remaining provisions contained in this Agreement, which shall continue to remain in effect. Publisher agrees that the signatory hereto is authorized and empowered to enter into this Agreement on behalf of Publisher. The finding by any court that a provision of this Agreement is invalid shall not operate or be construed to invalidate the remaining provisions contained in this Agreement, which shall continue to remain in full force and effect. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby.

AUTHORIZED REPRESENTATIVE:

_____ [entity name]

By: _____

Name: _____

Title: _____

MAILING ADDRESS:

ASSOCIATION AFFILIATION:
