Advertising Guide





ADVERTISING with Marianas Variety

Marianas Variety's sales team can put together an advertising package for your company to achieve its business goals and stay within budget.

Advertising with Marianas Variety means you have a partner to work with you for your company's success. We aim to bring your brand and advertising message to life through our publication's many advertising avenues. We offer **print**, **online**, **social media**, **and advertorial advertising** options. We also offer design services for your advertising needs.

Our team has helped clients of all sizes and budgets develop strategic advertising campaigns through our channels that help increase brand awareness and generate campaign results. Contact us today!

Marianas Variety Office Alaihai Avenue, near corner Taibwo St. Garapan, Saipan Tel.: (670) 234–9272/9797

Fax: (670) 234–9271 sales@mvariety.com

PRINT ADVERTISING

Marianas Variety prints 5,000 newspapers daily (Monday–Friday). Variety has a readership of 20,000, a loyal subscriber base, and strong retail sales. Place a print ad with Marianas Variety, plus your ad will be displayed on mvariety.com's Today's Ads section at no extra cost for a minimum of 48 hours.

Print advertising is sold by column inch, with color or black and white printing options. Please see below for classified and display ad rates.





DISPLAY/CLASSIFIED AD RATE

Column	Inch	Classified Rate	Display Rate																
1	1	\$8.00	\$9.00	2	1	\$16.00	\$18.00	3	1	\$24.00	\$27.00	4	1	\$32.00	\$36.00	5	1	\$40.00	\$45.00
1	1.5	\$12.00	\$13.50	2	1.5	\$24.00	\$27.00	3	1.5	\$36.00	\$40.50	4	1.5	\$48.00	\$54.00	5	1.5	\$60.00	\$67.50
1	2	\$16.00	\$18.00	2	2	\$32.00	\$36.00	3	2	\$48.00	\$54.00	4	2	\$64.00	\$72.00	5	2	\$80.00	\$90.00
1	2.5	\$20.00	\$22.50	2	2.5	\$40.00	\$45.00	3	2.5	\$60.00	\$67.50	4	2.5	\$80.00	\$90.00	5	2.5	\$100.00	\$112.50
1	3	\$24.00	\$27.00	2	3	\$48.00	\$54.00	3	3	\$72.00	\$81.00	4	3	\$96.00	\$108.00	5	3	\$120.00	\$135.00
1	3.5	\$28.00	\$31.50	2	3.5	\$56.00	\$63.00	3	3.5	\$84.00	\$94.50	4	3.5	\$112.00	\$126.00	5	3.5	\$140.00	\$157.50
1	4	\$32.00	\$36.00	2	4	\$64.00	\$72.00	3	4	\$96.00	\$108.00	4	4	\$128.00	\$144.00	5	4	\$160.00	\$180.00
1	4.5	\$36.00	\$40.50	2	4.5	\$72.00	\$81.00	3	4.5	\$108.00	\$121.50	4	4.5	\$144.00	\$162.00	5	4.5	\$180.00	\$202.50
1	5	\$40.00	\$45.00	2	5	\$80.00	\$90.00	3	5	\$120.00	\$135.00	4	5	\$160.00	\$180.00	5	5	\$200.00	\$225.00
1	5.5	\$44.00	\$49.50	2	5.5	\$88.00	\$99.00	3	5.5	\$132.00	\$148.50	4	5.5	\$176.00	\$198.00	5	5.5	\$220.00	\$247.50
1	6	\$48.00	\$54.00	2	6	\$96.00	\$108.00	3	6	\$144.00	\$162.00	4	6	\$192.00	\$216.00	5	6	\$240.00	\$270.00
1	6.5	\$52.00	\$58.50	2	6.5	\$104.00	\$117.00	3	6.5	\$156.00	\$175.50	4	6.5	\$208.00	\$234.00	5	6.5	\$260.00	\$292.50
1	7	\$56.00	\$63.00	2	7	\$112.00	\$126.00	3	7	\$168.00	\$189.00	4	7	\$224.00	\$252.00	5	7	\$280.00	\$315.00
1	7.5	\$60.00	\$67.50	2	7.5	\$120.00	\$135.00	3	7.5	\$180.00	\$202.50	4	7.5	\$240.00	\$270.00	5	7.5	\$300.00	\$337.50
1	8	\$64.00	\$72.00	2	8	\$128.00	\$144.00	3	8	\$192.00	\$216.00	4	8	\$256.00	\$288.00	5	8	\$320.00	\$360.00
1	8.5	\$68.00	\$76.50	2	8.5	\$136.00	\$153.00	3	8.5	\$204.00	\$229.50	4	8.5	\$272.00	\$306.00	5	8.5	\$340.00	\$382.50
1	9	\$72.00	\$81.00	2	9	\$144.00	\$162.00	3	9	\$216.00	\$243.00	4	9	\$288.00	\$324.00	5	9	\$360.00	\$405.00
1	9.5	\$76.00	\$85.50	2	9.5	\$152.00	\$171.00	3	9.5	\$228.00	\$256.50	4	9.5	\$304.00	\$342.00	5	9.5	\$380.00	\$427.50
1	10	\$80.00	\$90.00	2	10	\$160.00	\$180.00	3	10	\$240.00	\$270.00	4	10	\$320.00	\$360.00	5	10	\$400.00	\$450.00
1	10.5	\$84.00	\$94.50	2	10.5	\$168.00	\$189.00	3	10.5	\$252.00	\$283.50	4	10.5	\$336.00	\$378.00	5	10.5	\$420.00	\$472.50
1	11	\$88.00	\$99.00	2	11	\$176.00	\$198.00	3	11	\$264.00	\$297.00	4	11	\$352.00	\$396.00	5	11	\$440.00	\$495.00
1	11.5	\$92.00	\$103.50	2	11.5	\$184.00	\$207.00	3	11.5	\$276.00	\$310.50	4	11.5	\$368.00	\$414.00	5	11.5	\$460.00	\$517.50
1	12	\$96.00	\$108.00	2	12	\$192.00	\$216.00	3	12	\$288.00	\$324.00	4	12	\$384.00	\$432.00	5	12	\$480.00	\$540.00
1	12.5	\$100.00	\$112.50	2	12.5	\$200.00	\$225.00	3	12.5	\$300.00	\$337.50	4	12.5	\$400.00	\$450.00	5	12.5	\$500.00	\$562.50
1	13	\$104.00	\$117.00	2	13	\$208.00	\$234.00	3	13	\$312.00	\$351.00	4	13	\$416.00	\$468.00	5	13	\$520.00	\$585.00
1	13.5	\$108.00	\$121.50	2	13.5	\$216.00	\$243.00	3	13.5	\$324.00	\$364.50	4	13.5	\$432.00	\$486.00	5	13.5	\$540.00	\$607.50
1	14	\$112.00	\$126.00	2	14	\$224.00	\$252.00	3	14	\$336.00	\$378.00	4	14	\$448.00	\$504.00	5	14	\$560.00	\$630.00
1	14.5	\$116.00	\$130.50	2	14.5	\$232.00	\$261.00	3	14.5	\$348.00	\$391.50	4	14.5	\$464.00	\$522.00	5	14.5	\$580.00	\$652.50
1	15	\$120.00	\$135.00	2	15	\$240.00	\$270.00	3	15	\$360.00	\$405.00	4	15	\$480.00	\$540.00	5	15	\$600.00	\$675.00



UNIQUE AD POSITIONS

Grab attention with creative shapes. Think beyond standard modular ROP ad sizes and give your message maximum visibility with a layout that's truly memorable. Skybox, Odd-Shape, Violators, and more!

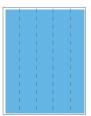
SUPPLEMENTS

Tailor your advertising needs to give your business maximum market exposure through special sections or supplements. Supplements are a reader favorite. Supplements can be created specific to your organization or event for special occasions and announcements.

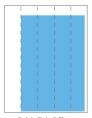
INSERTS

Reach Marianas Variety's newspaper audience with an advertisement sure to stand out! Inserts are similar to flyers, and they offer a unique opportunity to reach our audience with placement in all 5,000 daily newspaper prints. Inserts are perfect for special promotions or marketing campaigns. These work well for coupons, business launches, or for information—dense announcements. As a commercial print company, we can print your insert, and as a newspaper, we can distribute your message.

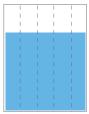
COMMON **ADVERTISING** SIZES AND RATES



FULL PAGE 5 COLUMNS • 10.5" X 15" BW: \$675 FC: \$938



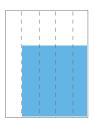
3/4 PAGE 4 COLUMNS • 8.38" X 14.5" BW: \$522 FC: \$785



3/4 PAGE 5 COLUMNS • 10.5" X 11.38" BW: \$522 FC: \$785

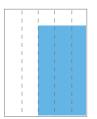


3/5 PAGE 3 COLUMNS • 6.25" X 15' BW: \$405 FC: \$668

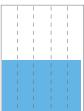


1/2 PAGE 4 COLUMNS · 8.38" X 9.38' BW: \$337.50 FC: \$523.50

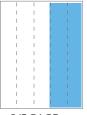




1/2 PAGE • 3 COLUMNS · 6.25" X 12.5" BW: \$337.50 FC: \$523.50



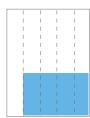
1/2 PAGE • 5 COLUMNS • 10.5" X 7.5" BW: \$337.50 FC: \$523.50



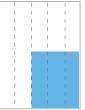
2/5 PAGE 2 COLUMNS • 4.05" X 15" BW: \$270 FC: \$456



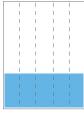
1/3 PAGE • 2 COLUMNS · 4.05" X 12.5" BW: \$225 FC: \$411



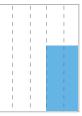
1/3 PAGE 4 COLUMNS · 8.38" X 6.25" BW: \$225 FC: \$411



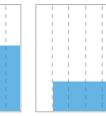
1/3 PAGE • 3 COLUMNS • 6.25" X 8.38" BW: \$225 FC: \$411



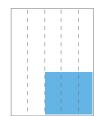
1/3 PAGE • 5 COLUMNS • 10.5" X 5" BW: \$225 FC: \$411



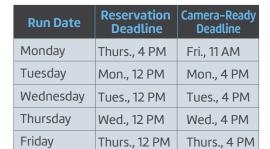
1/4 PAGE • 2 COLUMNS • 4.05" X 9.38" BW: \$168.75 FC: \$354.75

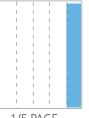


1/4 PAGE 4 COLUMNS • 8.38" X 4.7" BW: \$168.75 FC: \$354.75

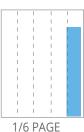


1/4 PAGE • 3 COLUMNS • 6.25" X 6.25" BW: \$168.75 FC: \$354.75

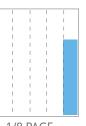




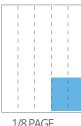
1/5 PAGE • 1 COLUMN • 1.9" X 15" **BW: \$135** FC: \$321



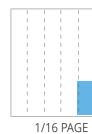
• 1 COLUMN • 1.9" X 12.5" BW: \$112.50 FC: \$298.50



1/8 PAGE • 1 COLUMN • 1.9" X 9.38" BW: \$90 FC: \$276



1/8 PAGE • 2 COLUMNS • 4.05" X 5" BW: \$90 FC: \$276



• 1 COLUMN • 1.9" X 5" BW: \$45 FC: \$231

Results by the numbers:

5.000 Circulation in the Marianas

1.568

Subscriptions

Home and Office

87% Single-copy Sales (Stores, Gas Stations, etc.)

Best Color Rates on Island:

ADDITIONAL COLORS		2	
Larger than half page	\$134	\$188	\$263
1/2 page and below	\$95	\$133	\$186

ONLINE ADVERTISING

Extend your reach and put your advertising message in front of thousands of Marianas Variety readers daily with online advertising on mvariety.com. With our new website, ads are designed to ensure it displays at its best quality based on the platform the user visits the site – whether desktop, tablet or mobile. Therefore,



Reveal Premium Billboard:

desktop to tablet to mobile.

sizes will vary from

Desktop: 1920x600Tablet/Mobile: 800x250

Parallax Premium Billboard:

• Contact MV Sales for specs

Top Leaderboard Banner:

Desktop: 970x90Tablet: 728x90Mobile: 320x50

Wide Full Banner:

• Desktop/Tablet: 728x90

• Mobile: 320x50

In-Story Banners:

Desktop/Tablet: 728x90

• Mobile: 320x50

In-Story Box Ads:

• Desktop/Tablet/Mobile: 300x250

Box Ads:

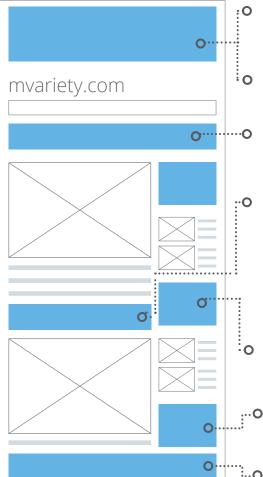
• Desktop/Tablet/Mobile: 300x250

Skyscraper Ads:

Desktop: 300x600Tablet/Mobile: 300x250

Sticky Anchor Banner:

Desktop: 970x90Tablet: 728x90Mobile: 320x50



PRICES PER DAY

NEW

Reveal Premium Billboard \$55

Largest ad size and prime placement on all pages.

NEW

Parallax Premium Billboard \$55

Larger image behind the frame appears to move as the page is scrolled.

Top Leaderboard Banner \$45

Top billing and prime placement on all pages.

Wide Full Banner \$38

Top billing and prime placement on main page in-between content sections.

NEW

In-Story Banners & Box Ads \$35

Placement within articles across website and mobile app.

Box & Skycraper Ads \$25-\$38

Box or skyscraper height along right rail of all pages on site.

NEW

... o Sticky Box \$25

Ad follows user's scroll until they reach the bottom of the page.

NFW

... Sticky Anchor Banner \$65

Premium ads that stay on page wherever the consumer scrolls.

Results by the numbers:

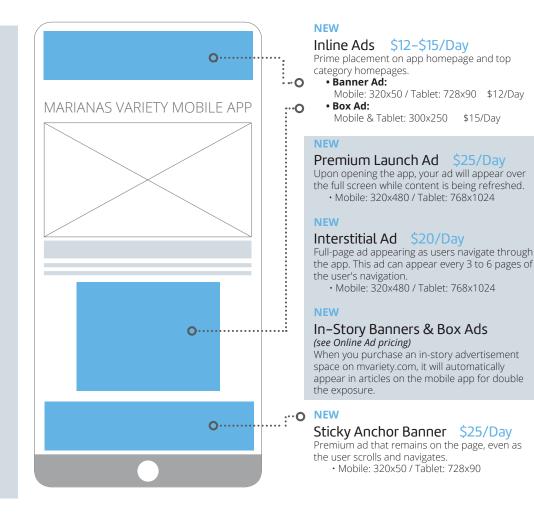
715,000+ Pageviews per month

285,000+ Visitors per month Secure your ad space for one of the highest visited websites in the CNMI. sales@mvariety.com

MOBILE APP ADVERTISING

As technology becomes increasingly more present in everyday life, getting up-to-the-minute news is an expectation. Marianas Variety delivers news on-the-go with its new mobile app. From breaking news to the day's headlines, readers have it all in the palm of their hand.

The new mobile app offers advertisers another avenue to reach customers where they're at. Get customers to take direct action from the mobile app with the ease of clicking an ad to visit your website, download your app or find you on social media.



ADVERTORIALS



An advertorial is an advertisement that gives information about a company, product or service in the style of editorial content.

Advertorials offer:

- More in-depth messaging than an advertisement
- Tone of the newspaper's editorial content
- Article format that blends in more naturally to increase readers' engagement with the content

Advertorials with Marianas Variety are best paired with a mix of true advertising in the form of print or online ads.



SOCIAL MEDIA PROMOTION



Grow your following and expand your reach through sponsored posts on Marianas Variety's Facebook and Instagram pages.

With thousands of followers on both Facebook and Instagram, you have the opportunity to reach a new audience and expand your social media following.

We would share your ad, video or message as a "pinned post" for 24 hours on the Marianas Variety's Facebook page. We would also tag your social media business page. Because the post is pinned, it will remain at the top of the MV page as the first post for the full 24 hours.

On Instagram, we will post your ad, video or message as an individual post on our page and share as a 'new post' in our Instagram stories.



facebook.com/mvariety



@mvariety670



@MVNews670

and marketing materials.

GRAPHIC DESIGN

Take your advertisements or marketing materials to the next level with the help of Marianas Variety's professional graphic artists. Our creative team creates eye-catching advertisements sure to stand out against the competition, all while staying true to your brand.

Our graphic artists can also develop designs for your marketing materials such as brochures, booklets, letterheads, annual reports, business cards, posters, flyers and so much more!

See your brand come to life with the help of a professional designer.





Booklets
Cake Boxes Calendars & 50

Company Portfolios of Magnets of **Employee Handl** Greeting Cards Labels **Annual Reports**

Accounting Compliment Slips
Forms Instructional Structional Structure Instructional Structure Instruct

Hand-Held I Invoices
Postcards
Por Graph

Floor Graphics 💳 Quotations≌ Table Tents Receipts Packages Sales POrde

For All your Printing and Signage needs
We've got you
covered, Saipan!



When you need printed materials locally, Marianas Variety checks the box for all of your commercial printing needs! Our local sales team can work with you on a quotation, while recommending the right materials to make your printed piece a masterpiece.

- Annual Reports
- Banners
- Booklets
- Brochures
- Business Cards
- Cake Boxes
- Calendars
- Candy Wrappers
- □ Car Decals and Graphics
- Company Portfolios
- □ Compliment Slips
- □ Direct Mail
- Door Hangers
- □ Employee Handbooks

- Envelopes
- □ Event Signage
- □ Floor Graphics
- □ Flyers
- □ Gift Certificates
- □ Greeting Cards
- ☐ Hand-Held Billboards
- ☐ HR and Accounting Forms
- □ Instructional Tent Cards
- Invitations
- Invoices
- □ Key Card Envelope
- □ Labels
- Large Format Prints

- Letterheads
- □ Luggage-Valet Tags
- Magnets
- ☐ Menus (laminate/disposable)
- Newsletters
- Newspapers
- Notepads
- □ Novelty Items
- Outdoor Signage
- □ Party Bags
- □ Party Tags
- Postcards
- Posters
- Programs

- □ Purchase Orders/ Requisition Forms
- Quotations
- □ Receipts
- □ Sales Orders
- □ Signage
- Stickers
- □ Table Tents
- □ Tickets
- Wallcoverings
- Wall Decals
- □ Wedding Packages
- Window Graphics
- Yard Signs

Standard Advertising TERMS & CONDITIONS

These standard terms and conditions are hereby made part of the attached Contract/Agreement (the "Advertising Agreement") by and between the Marianas Variety News & Views, a publication of Younis Art Studio, Inc., ("Variety") and the Advertiser named there in and party thereto ("Advertising Party") and its advertising agency, if any ("Advertising Agency," and together with Advertising Party, "Advertiser"). Each such party acknowledges that the following additional terms and conditions are incorporated in and made a part of the Advertising Agreement.

A. ADVERTISING ACCEPTANCE/AGREEMENTS/ COPY REGULATIONS

- All advertising is accepted subject to Variety's approval. The Variety shall at all times have the right without liability to reject, in whole or in part, any advertisement scheduled to appear in the newspaper for any reason in Variety's sole discretion, even if such advertisement has previously been acknowledged as accorded.
- General advertising rates are commissionable at 15% only to Advertising Agencies recognized by the Variety.
- 3. If an Advertising Agreement threshold is exceeded during the initial contract period, the Advertiser may elect to upgrade the commitment level to obtain a more favorable rate going forward. If an Advertiser does not fulfill the annual commitment in the specified time period, the Variety will adjust all advertising placed during the Advertising Agreement period to the actual rate earned.
- 4. Words such as "Advertising Feature" will be placed with a minimum point size of 12 at the top of copy that, in Variety's opinion, resembles editorial matter.
- 5. Advertising policies, terms, conditions and general information in the Rate Card Standard Terms and Conditions are subject to change at any time by the Variety. Variety will not be bound by any condition appearing on order blanks or copy instructions submitted by or on behalf of the Advertiser when such condition conflicts with any provision contained in its rate card or with its terms and conditions. Terms in advertising orders that do not conform to the rates or terms and conditions on the existing rate card(s) will be regarded as clerical errors. Copy accompanying such orders will be inserted for publication and charged at the applicable effective rate.
- The Advertiser and/or Variety shall designate the width in columns and the exact depth in inches to the nearest half inch or Classified line. The Variety will bill the advertisement in exact space ordered.
 - a. The printed image size of ads may vary from the mechanical measurements as a result of production parameters and processing shrinkage.
- 7. Display advertisements will be positioned from the bottom of the page. No guarantee is made regarding positioning. Orders specifying positions are accepted only on a request basis, subject to the right of the Variety to determine actual positions in its sole discretion. In no event will adjustments, reruns or refunds be made because of the position in which an advertisement has been published.
- Advertiser is responsible for checking advertising copy for corrections and providing the Variety with prompt written notice of errors or changes within the Variety's deadlines.
- 9. All preprint delivery complaints must be received at the Variety's offices within three (3) days of distribution. The Variety cannot guarantee that all preprints will be inserted, or that every newspaper distributed will include a particular preprint. Advertiser understands and accepts that the Variety shall not have any liability for less than complete insertion of any preprints.

B. PAYMENTS, FEES, CREDIT, AND BILLING POLICY

Please make payment to Younis Art Studio, Inc., or Marianas Variety. All overdue accounts will be charged 1.5% per month, plus all attorney's and collection fees in case of default of payment. A service charge of \$50 will be charged on all returned checks.

Additional Charges:

Expedited Order Fee: Any advertisement ordered one (1) day before specified publication date will be assessed an additional \$50.00.

Late Cancellation Fee: Any advertisement cancelled one (1) day before specified publication date will be assessed an additional \$50.00.

Creative Services Fee: If creative services are requested by the Advertiser, the Publisher will provide a cost estimate which includes one round of draft creative and one round of revisions. Any additional round(s) of creative will be assessed at \$20.00 per hour artwork fee. Classified advertisements are excluded from

The Variety retains all rights (including copyright) to all advertising copy and design it has created.

Preferred Placement: Variety does not guarantee any requested preferred placement of advertisements. Any request for preferred placement will be taken into consideration but will not affect this agreement if preferred placement is not delivered.

1. All rates are net, cash with order, unless credit has been approved in writing by the Variety Accounting department.

- The Variety may at any time and at its sole discretion (1) require cash with order in the form of cash, cashier's check or certified funds, (ii) require immediate payment in full of any outstanding balances, (iii) refuse to accept advertising until all past due payments are made, (iv) refuse to publish advertising, or (v) require all or any of the above.
- All payments are to be made to the Variety's offices in Garapan, Saipan. Checks should be made payable to the Marianas Variety in U.S. dollars. All advertising placed by Advertisers outside the CNMI must be prepaid in U.S. funds.
- Acceptance and publication of advertising does not constitute an extension of credit to the Advertiser or Advertising Agency. The Variety may, at its sole option, extend credit upon completion of an application for credit and/or personal guarantee, along with any other additional information, surety, and credit reference deemed necessary by the Variety.
- 4. Where credit is extended, monthly bills are due upon receipt and should be paid no later than thirty (30) days following presentation (billing date), and weekly bills are due upon receipt and should be paid no later than seven (7) days following presentation (billing date). Continuation of credit privileges and terms is dependent upon full and prompt payment.
- 5. Any invoice submitted to the Advertiser or its Advertising Agency shall be deemed conclusive as to the correctness of the items contained therein, and shall constitute an account stated unless Advertiser or its agent makes a written objection delivered to the Advertising Manager or Accounting Manager within thirty (30) days of such invoice. IF THERE ARE ANY DISPUTES OR DISCREPANCIES, ADVERTISER MUST PROMPTLY PAY ALL AMOUNTS NOT SUBJECT TO DISPUTE, and present to the Advertising Manager and Accounting Manager, in writing, a complete and detailed explanation of any payment withheld and reasons therefore. Advertiser agrees to cooperate with the Variety in the prompt resolution of disputes. Failure to receive tear sheets or checking copies is NOT recognized as a valid reason to withhold payment or a material breach of the Advertising Agreement.
- 6. Advertising Agencies that sign Agreements or receive invoices on behalf of Retail and Classified Advertisers are acting as the agent of these Advertisers. Local rate Advertisers are at all times liable for payment of all account balances due and all other liabilities, unless Variety and Advertising Agency agree in writing that Advertising Agency accepts the obligation to pay local rate Advertiser's liabilities. Local rate Advertisers are deemed to receive refund payments, adjustments, notices and all other documents when the same are delivered to their agents. Any language in any Advertising Agency's insertion order or other documents to the contrary is void and without effect.
- 7. Notwithstanding to whom bills are rendered, general rate Advertiser and Advertising Agency, jointly and severally, shall remain obligated to pay to the Variety the amount of any bills rendered by the Variety within the time specified and until payment in full is received by the Variety. Payment by Advertiser to Advertising Agency or any third party shall not constitute payment to the Variety.
- Advertising submitted with insertion orders or other forms, which deny liability for payment, will not be accepted unless the submitting Advertising Agency satisfies at least one of the following conditions:
 - a. Signs a "Confirmation of Liability for Payment" form, which supersedes the denial of liability for payment in any and all insertion orders received from that agency; or,
 - Prepays for the advertising submitted with such a denial of liability.
 - C. Advertising agencies submitting agreements or orders limiting their sequential liability will be required to submit a Letter of Guaranteed Payment by their advertising client

C. TERMINATION/CANCELLATION

- 1. Advertising Agreements can be canceled by either party upon giving thirty (30) days written notification. Cancellation does not relieve parties of liability for any existing obligations for advertising publicized pursuant to the applicable rate card. If the Advertising Agreement is terminated by the Variety for reasons other than non-payment and the cancellation does not permit the Advertiser an opportunity to fulfill the Advertising Agreement performance requirements, the amount due and payable will be the amount billed or the space actually used at rates consistent with fulfilling the Advertising Agreement.
- 2. Advertising Agreements are subject to immediate cancellation if bills are not paid by the due date and in cases where it is determined the Advertiser does not qualify for the Advertising Agreement rate. If cancellation is for non-payment of bills at due date, the entire amount receivable shall become due and payable and any existing agreement terminated at the option and discretion of the Variety without notice.
- 3. The Variety shall have the right to cancel an order at any time. In the event of termination, the Advertiser or its agent shall pay for the space actually used at the rate earned in accordance with the current rate structure.

D. REPRESENTATIONS AND WARRANTIES

1. Each of Advertising Party and Advertising Agency hereby represents and warrants to Variety that:

- a. Each has the right to authorize its publication and is fully authorized and licensed to use (i) the names and/ or the portraits or pictures of persons, living or dead, or of things, (ii) and trademarks, service marks, copyrighted, proprietary or otherwise private material, and (iii) any testimonials contained in any advertisement submitted by or on behalf of the Advertiser, and that such advertisement is not libelous, an invasion of privacy, violative of any third party's right, deceptive or otherwise unlawful;
- b. Each has complied with all federal and local laws and regulations of any kind, including but not limited to such laws that prohibit discrimination in employment, housing or other activities, or that regulate advertising in any form or manner; and further, each has relied on its own counsel on such matters and not on any advice express or implied by any Variety employee pertaining to the legality of any advertising or practice whatsoever;
- C. Each will promptly provide the Variety, upon its demand, proof of the truth of any statements made in advertisements, substantiation of any claims made in advertisements, and proof of the Advertiser's compliance with any federal, state or local law or regulation pertaining in any way to advertising;
- d. Each as part of the consideration and to induce the Variety to publish such advertisement, the Advertiser and its Advertising Agency agree(s), jointly and severally, to protect and indemnify the Variety, its parent, affiliates, subsidiaries, stockholders and the directors, officers and employees of the Variety in which the advertisement appears against any and all liability, damages, loss or expense of whatsoever nature, including attorneys' fees and costs, arising out of the copying, printing or publishing of such advertisement including, but not limited to, claims for libel, slander, deceptive statements, unfair trade practice, unfair competition, infringement of trademarks, copyrights, proprietary rights, trade names, or patents, and invasion or violation of rights of privacy resulting from publication of such advertisement;
- e. The Advertiser and its Agency agree to and do indemnify and save harmless the Variety from all loss, damage, and liability, growing out of the failure of any contest or sweepstakes inserted by them for publication to be in compliance and conformity with any and all laws, orders, ordinances, and statutes of the CN MI.

E. LIMITS OF LIABILITY

- 1. The Variety shall not be liable to the Advertiser for any errors in any advertisement, except for failure to correct errors clearly and unambiguously marked by the Advertiser on proofs returned to the Variety within the Variety's deadlines, and in no event shall any such liability exceed the rate per inch for that portion of the advertisement in error aspublished on one day. Liability of the Variety for the omission of any portion(s) of any issue(s) of the newspaper in which it is scheduled to appear shall be limited to the amount chargeable for the omitted portion(s) of the advertisement on one day at the applicable rate per column inch or line. The Variety makes no guarantee that every advertisement will be published on the date ordered, and will make no adjustment for advertisements not published on the
- The Variety shall not be liable for any consequential damages, whether or not foreseeable, which may occur because of an error in any advertisement, or any omission of a part or the whole of any advertisement. All error claims must be submitted within thirty (30) days of publication.

F. MISCELLANEOUS

Advertiser agrees that no representations of any kind have been made to Advertiser by Publisher or by any of its agents and that no understanding has been made or agreement entered into other than as set forth herein.

The Agreement and the rights and obligations hereunder are personal to Advertiser and/or Advertising Agency and may not be assigned by any act of Advertiser and/or Advertising Agency or by operation of law, change of control of Advertiser and/ or Advertising Agency or otherwise without the prior written consent of Variety, in its sole discretion.

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision, and such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement. To the full extent, however, that the provisions of any applicable law may be waived, they are hereby waived to the end of this Agreement and this modified agreement shall be deemed a valid and binding agreement enforceable in accordance with its terms.

Advertiser agrees that the placement and publication of advertising is governed by the laws of the Commonwealth of the Northern Mariana Islands is the location of the principal place of business of the Variety, and shall be the forum of any legal action between the Variety and Advertiser relating to advertising placed or published.

The Variety shall not be liable for failure to publish all or any portion of the advertising which is the subject hereof when such failure results directly or indirectly from fire, flood, earthquake, other acts of God, strikes, lockouts, other labor difficulties, acts of the public enemy, riots, insurrections, government regulations, or any other cause or event beyond their control.