

The Miami Herald Media Company

One Herald Plaza, Miami, FL 33132-1693

The Miami Herald-The Miami Herald Broward Edition: Morning and Sunday
El Nuevo Herald: Morning and Sunday

Member: ANPA, INAME, FNAME, NAA, AUDIT BUREAU OF CIRCULATION,
ADVERTISING CHECKING BUREAU, VERIFIED AUDIT CIRCULATION

Contact Information

For National Advertising, call:

Main Office 305-376-2820
El Nuevo Herald 305-376-8919
The Miami Herald International Edition 305-376-2040
MiamiHerald.com or ElNuevoHerald.com 305-376-5110
Email: adinfo@miamiherald.com

For Retail Advertising, call:

Main Office 305-376-2820
Miami-Dade Local Retail 305-376-2700
Broward County 954-538-7227
Palm Beach County 800-295-5185 Ext. 7227
El Nuevo Herald 305-376-8919
MiamiHerald.com or ElNuevoHerald.com 305-376-5110
Co-op Advertising 305-376-2604
Email: adinfo@miamiherald.com

For Classified Advertising, call:

Main Office (Local Number) 305-350-2222
Main Office (Toll Free) 1-866-860-6000
Recruitment Advertising 305-376-3150
Recruitment Advertising (Agencies) 305-376-2675
Automotive 305-376-2671
Real Estate New Build 305-376-2639
Real Estate Resale 305-376-2850
El Nuevo Herald 305-350-2345
Email: adsbyemail@miamiherald.com

Be sure to visit MiamiHeraldAdvertising.com

Representatives

The Miami Herald Media Company

Represented Nationally by NEWSPAPERS FIRST

Newspapers First Offices

NEW YORK

330 Madison Ave., 11th Floor, New York, NY 10017
(212) 692-7100 FAX: (212) 286-9004

CHICAGO

444 N. Michigan Ave., Suite 1100,
Chicago, IL 60611
(312) 822-8666 FAX: (312) 822-9835

DALLAS

8115 Preston Rd., Suite 640, Dallas, TX 75225
(214) 696-8666 FAX: (214) 696-3416

LOS ANGELES

5757 Wilshire Blvd., Suite 570,
Los Angeles, CA 90036
(323) 549-9144 FAX: (323) 549-0944

MIAMI / FORT LAUDERDALE

4601 Sheridan St., Suite 317, Hollywood, FL 33021
(954) 987-8666 FAX: (954) 963-0921

International Representative

The Miami Herald and El Nuevo Herald are represented worldwide.
For information on the Miami Herald representative in a specific country,
please call Lorraine Monteagut at (305) 376-4423 or send email to
lmonteagut@miamiherald.com.

Whatever your marketing goals are, The Miami Herald Media Company provides a variety of targeted, cost-effective advertising media – in print, online and through event marketing programs – to help you blanket the diverse and affluent South Florida market. In addition, a number of specialized publications target specific demographic segments within and beyond South Florida.

The Miami Herald Media Company shall use its best efforts to sell and deliver newspapers and advertising through home delivered subscriptions, mailed copies, and single copy sales from newsracks, newsstands and stores. MHMC is not contractually obligated to deliver and sell the newspaper or advertising through any other means and is not contractually obligated to sell and deliver any specific number of daily or Sunday newspapers.

All references to "The Miami Herald", "The Herald" and "Herald" pertain to domestic U.S. editions of The Miami Herald. Advertising in El Nuevo Herald and The Miami Herald International Edition may be purchased separately or in tandem with other MHMC products.

All rates current at time of publication.

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Rate Policy

Advertising Terms and Conditions*

Ownership of Ads MHMC retains all rights of ownership in and to all advertisements designed or created by MHMC. Advertiser grants MHMC a non-exclusive license to publish all camera-ready advertisements provided by Advertiser (or provided on Advertiser's behalf) to MHMC. MHMC is not obliged to return ads or ad materials to Advertiser and MHMC is not responsible for any damage or loss to any ads, copy, drawings, art or any other materials provided by Advertiser.

Late Ads Advertising copy must be submitted to The Miami Herald prior to our published deadlines as may be revised. We retain the right to omit all late copy when not received in time to conform with our schedules.

MHMC's Rights Regarding Mechanical Specifications The Newspaper reserves the right to alter any advertising material due to press/production requirements. This reservation of right includes the Newspaper's right to reduce the size of any advertisement as long as the advertisement maintains the same proportion of the entire page. Advertising will be billed based on the space reserved/ordered.

Acceptance/Rejection of Advertising MHMC reserves the right to revise, alter or reject any advertisement for any reason whatsoever, or to omit ads without notice. MHMC may cancel any ad at its sole discretion, even if previously accepted for publication. Advertising copy not timely submitted by Advertiser will be excluded.

Payment All invoices (including applicable sales taxes) are due on the 20th of the month following insertion(s) and if not paid by the 30th day of the month following the date of insertion(s) will be late (except for accounts designated by MHMC as weekly which are due within 7 days of the invoice date). Late amounts will bear interest at the maximum rate allowed by law. Advertiser shall pay all applicable taxes. If any invoice is not timely paid, then MHMC reserves the right to suspend its performance at any time and/or cancel this Agreement without notice. In the event of such a cancellation, all charges for advertising since the 1st Run Date will be re-invoiced to reflect the Corrected Rate, as described under "Contract Terms" in **Advertising Terms and Conditions**, in respective advertising agreement. All disputes of any kind must be reported in writing to MHMC no later than 30 days from the date the invoice containing such disputed item or such item will be deemed correct and conclusively accepted by Advertiser. Advertiser waives any claim after said 30-day period. Submission of a written dispute notice by Advertiser shall not relieve Advertiser of its obligation to timely pay all undisputed amounts. Credits, refunds or payments must be used or claimed within 2 years from the date of such credit, refund or payment or shall be deemed to have been earned and correctly applied or paid. Unless agreed in writing, multiple discounts shall not apply for the same advertising purchase. MHMC is not obligated to extend credit to Advertiser unless in writing. If Advertiser breaches this Agreement, Advertiser agrees to pay all of MHMC's collection agency fees and expenses, investigation, court and litigation expenses along with attorney fees equal to the greater of: (i) 25% of the amount owed, or (ii) the amount awarded by the court.

Holiday Rates and Circulation

We provide Sunday circulation of the Miami Herald and El Nuevo Herald to all subscribers on the following days: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Day after Superbowl, Election Day, Day after Election and Day after Thanksgiving. These days are charged at the Sunday contract rate and include Sunday pricing of color and any other applicable premiums.

Rates The Miami Herald reserves the right to revise rates, terms and specifications contained in the current rates cards.

Special Positions Special positions for advertising is not guaranteed. However, some special positions are available for a premium and if agreed to in writing.

Earned Rating Advertisers will be billed at the earned rate for advertising purchased. If an advertiser satisfies the lineage, revenue or frequency level required of their contract and qualifies for a lower earned rate, they will be billed the lower earned rate beginning the next billing period. No advertiser will receive an automatic rebate on past advertising purchases solely by qualifying for a lower earned rate during the contract term.

Publication Errors and Omissions MHMC is not liable for any omission of all or any portion of any ad, nor is MHMC responsible for orders, cancellations or corrections given by telephone, facsimile or telegraph. MHMC is also not liable for any error in a published ad unless an advertising proof is requested in writing. Advertiser clearly marks any error in the advertising proof for corrections, and MHMC is notified of the error in sufficient time before publication, in which case Advertiser's sole remedy is an appropriate credit to the extent of the error up to the cost of the first insertion of the error (if there is more than one incorrect insertion, credit shall be allowed only for the first incorrect insertion).

Copyrights Advertiser hereby grants a non-exclusive license to MHMC for all copyrights and other ownership rights in any advertisement of Advertiser which is submitted for insertion in any publication of MHMC, including the right to publish, reproduce, display, adapt, transmit, or produce derivative works in any medium, including any digital electronic medium. Advertiser authorizes MHMC to bring suit in MHMC's discretion and at MHMC's expense for any unauthorized use, reproduction, display, distribution, or performance of the advertisement as it appears in the Newspapers or for its unauthorized alteration.

Obligations of the Advertiser Advertiser agrees to indemnify MHMC for any and all costs, claims, damages, and/or liability claimed against or incurred by MHMC as a result of MHMC's publication of any ad copy submitted by Advertiser (or submitted on behalf of Advertiser) to MHMC. Advertiser represents, warrants and guarantees that any ad copy so submitted to MHMC is accurate, truthful and in compliance with all copyright laws and all other applicable laws and regulations.

Unavoidable Nonperformance MHMC is not liable for failure to publish ads or distribute its publications because of flood, fire, riots, strikes, terrorists, storms, shortages of material, orders of government, failure of transportation, acts of God or other causes beyond MHMC's control. In such an event, this Agreement will be extended for a period equal to the time during which such performance was not possible.

Credit Cards You may charge your ads to your American Express, Discover, MasterCard or the Visa card.

* For complete Advertising Terms and Conditions, see individual advertising agreements.

Rate Policy

National Advertising

For all advertising agencies recognized by The Miami Herald and El Nuevo Herald, a 15% commission will apply to all National space and color rates. Agencies are required to provide camera ready art. Payment in full is required by the 20th of the month following billing.

Insertion orders containing disclaimers are not accepted and agencies are responsible for payment of invoices for advertising placed by them on their behalf or on behalf of their clients.

Retail Advertising

Local Retail advertising in The Miami Herald is non-commissionable. El Nuevo Herald is commissionable at 15% to recognized advertising agencies. Cash discounts are not available. Payment is due when a bill is issued. Late payment is subject to a finance charge.

Classified Advertising

Employment/Recruitment: All rates are 15% commissionable to recognized advertising agencies.

Contract and Copy Regulations

National – Linage Contracts

Linage in The Miami Herald counts toward fulfillment of National lineage contracts.

National lineage contracts are based upon the advertiser using the minimum space agreed upon. If you do not use the agreed-upon space, the cost of all used space will be determined by The Miami Herald Media Company's regular schedule of rates.

National – Linage Contracts Accrual

Linage accrues toward The Miami Herald ROP

contract fulfillment as follows:*

The Miami Herald ROP inch	1
El Nuevo Herald inch	1/4
The Miami Herald Broward Edition ROP inch	1/4
The Miami Herald-Dade/Broward Neighbors inch per zone	1/8
The Miami Herald International Edition	1/4
TV Week inch	1
Preprint inch	1/12

** i.e., a 60-inch ad in the Broward Edition counts as 15 inches toward your The Miami Herald ROP contract.*

National – Application of Discounts

You, the advertiser, or your agency must enter into a contract. Discounts are earned on one plan only and are billed at the contract rate (less agency commission). You may revise the contract upward to take advantage of higher discounts.

You are protected against rate changes for term of contract unless rates are revised. Advertisers not fulfilling terms of contract will be rebilled at the lowest rate earned. No contracts will be backdated beyond 30 days. All contracts are dated from the first of the month. ROP contracts do not apply to Sunday Comics.

Retail – Linage Contracts

Linage in The Miami Herald counts toward fulfillment of Retail lineage contracts. Retail lineage contracts are based upon the advertiser using the minimum space agreed upon. If you do not use the agreed-upon space, the cost of all used space will be determined by The Miami Herald Media Company's regular schedule of rates.

Retail/Classified – Contracts Accrual

Linage accrues toward The Miami Herald ROP

contract fulfillment as follows:*

El Nuevo Herald inch	1
The Miami Herald Broward Edition ROP inch*	1/4
The Miami Herald-Dade/Broward Neighbors inch per zone	1/8
The Miami Herald International Edition	1/4
Non-Subscriber Products inch per zone	1/2
TV Week inch	1
Comic Spadea Inch*	1

Preprints Inch for Inserts

The Miami Herald defined as the sum of Miami-Dade, Monroe, and Broward counties. 1/2

El Nuevo Herald defined as the sum of El Nuevo Herald single copy and home delivery quantities 1/2

Non-subscribers. 1/4

Quantities less than The Miami Herald and El Nuevo Herald 1/4

** i.e., a 60-inch ad in the Broward Edition counts as 15 inches toward your The Miami Herald ROP contract.*

Retail – Frequency Contracts

Any single ad at any of the available modular sizes, placed under a frequency contract, counts as one ad toward the fulfillment of the contract. If you do not use the agreed-upon frequency, the cost will be determined at the frequency level actually fulfilled.

Classified – Linage Contracts

Linage in The Miami Herald counts toward fulfillment of Classified lineage contracts. Classified lineage contracts are based upon the advertiser using the minimum space agreed upon. The cost of all used space will be determined by The Miami Herald Media Company's regular schedule of rates.

Copy Regulations

You, the advertiser, agree to release The Miami Herald from any and all costs, claims, damages or liability resulting from publication of any advertising copy you submit. You guarantee that any copy you submit is truthful and in compliance with all applicable laws and regulations. Please see complete terms and conditions.