

2010 Advertising Policies and Procedures

No verbal agreements or changes will be made in any manner to the conditions outlined in this document

PERSONNEL

Publisher & Chairman of the Board
Virginia F. Moorhouse 661-395-7575
gmoorhouse@bakersfield.com

President & Chief Executive Officer
Richard Beene 661-395-7284
rbeene@bakersfield.com

Vice President of Sales, Marketing, Operations & Circulation
John Wells 661-395-7227
jwells@bakersfield.com

Display Advertising Director
Bryan Fahsbender 661-395-7437
bfahsbender@bakersfield.com

Interactive / New Business Development Director
Michele Hatfield 661-395-7294
mhatfield@bakersfield.com

OFFICES & REPRESENTATIVES

Main Office
1707 Eye Street, Bakersfield, CA 93301
661-395-7500

Mailing Address
P.O. Box 440, Bakersfield, CA 93302-0440

Production & Circulation Offices
Harrell-Fritts Publishing Center
3700 Pegasus Drive, Bakersfield, CA 93308
661-392-5777

TERMS OF PAYMENT

All rates except as noted are commissionable and are net as shown, unless placed through a recognized local agency. See "Local Agency Agreement" for terms and conditions. Bills are due and payable upon receipt. Billing is based on ad size (plus any additional charges such as color, etc.).

The Bakersfield Californian will deliver the newspaper to all Sunday paid subscribers on the following days: January 01, 2010, January 18, 2010, February 15, 2010, April 02, 2010, May 10, 2010, May 31, 2010, July 05, 2010, August 9, 2010, September 06, 2010, October 11, 2010, November 25, 2010, November 26, 2010, December 24, 2010.
All advertising placed for these dates will be

billed at current Sunday rates.

Payment must accompany all orders from accounts which have not established credit with The Bakersfield Californian.

Advertisements placed for "GOING OUT OF BUSINESS" will only be accepted with payment in full accompanying the order.

Visa, MasterCard, and Discover and American Express are accepted. No cash discount.

RATE POLICY

Publisher reserves the right to revise advertising rates upon 30 days written notice and all contracts are subject to this reservation. Where a contract is required to earn a specific rate, the contract must be signed and received 5 days prior to the beginning of the contract start date in order to have the rate applied. No back billing.

COPY ACCEPTANCE

Publisher reserves the right to withhold publication of any advertisement. If copy is rejected any monies paid for the advertisement will be returned and all parties will be released. The Bakersfield Californian reserves the right to edit and classify all ads and to cancel any ad at any time. The advertiser and/or agency agrees to defend and indemnify the Publisher against any and all liability, loss or expenses arising from claims of libel, unfair trade marks, copyrights, trade names, patents or proprietary rights or violations of rights of privacy, resulting from the publication of advertiser's advertisement.

Advertising simulating news can be set in body type, but must be clearly labeled at the top "ADVERTISEMENT" in a minimum 14pt type and a border will be placed around the ad if one is not present. Font cannot resemble the font used by The Bakersfield Californian News Department.

Ads requiring respondents to send money are not accepted.

The Bakersfield Californian adheres to all federal regulations of the Fair Employment and Housing Acts. All advertising will be placed as close to the requested classification/section as possible, but no guarantee of placement will be made. Determination of classification/section will be made by The Bakersfield Californian.

The Bakersfield Californian requires that all offers of employment state exactly the work to be performed. Sales and management employment opportunity advertisements must specifically state the product or service to be sold. If the name of the product does not identify the product, further explanation will be needed when deemed necessary by the Publisher. In sales ads, the "salary" or "guarantee" will be included if an amount of money is shown.

ANNUAL REVENUE CONTRACTS

Advertisers signing dollar volume or frequency contracts will be billed at rates on current effective rate card. Should the contract be terminated by mutual consent, the advertiser shall pay to the publisher the difference between the earned rate and the contract rate agreed to. Should the minimum contract level not be met, the revenue would be recalculated using gross revenue published at the applicable insertion rate.

All revenue invested with The Bakersfield Californian will apply towards contract fulfillment unless so noted. Paid remnant contracts excluded. Late fees, make-good advertisements, agency commission or finance charges will not be considered for contract fulfillment.

Should a Classified or Recruitment contract be fulfilled at any point during its lifetime, it shall be considered complete and therefore void and a new contract must be signed. Late fees, make-good advertisements, agency commission or finance charges will not be considered for contract fulfillment.

CLASSIFIED: Local Non-Contract Line Rates

All rates are based on consecutive days. All rates based on print lines are figured at; 12 lines per column inch in a Classified section and 20 lines per column inch in Retail sections. No size or copy changes available for frequency rates.

NATIONAL RATE CARD ADVERTISERS

Revenue may be accrued on a corporate basis through multiple agencies toward fulfillment of contract.

Advertisers with multiple products and/or services can accumulate revenue toward fulfillment of contract.

Political Advertising

National and State issue — Candidates use general advertising rates.
Kern County / City issue — Candidates use retail advertising rates.

Rates are commissionable. Cash with order. Advertisements must be identified with committee's name or individual responsible for placement.

Travel Agents - Local independent travel agents qualify for Local Display Advertising Rates. See current Retail Advertising Rate Card.

Travel Pickup Discount - Earn a 50% discount by repeating your Sunday Travel ad in Thursday's Eye on Entertainment tabloid-sized section. Ad must run within the same week. No other discounts apply. Camera ready art only.

Commissions - All discounts over 15% will be reduced by 15% for agencies. For example: A pick-up discount of 20% that is given to a Californian advertiser will be reduced by 5% for the agency discount. Agency discount cannot be added to any other discount.

CREDITS

ANY claim for credit must be received within thirty (30) days of the date of invoice/billing statement or be deemed waived.

SHORT RATING

If, at the end of an Advertisers contract with the Newspaper, the Advertiser shall have fallen short of the minimum commitment of advertising agreed to in the contract, Advertiser shall pay half the amount of the difference of the actual dollars spent and those contracted. Yahoo Media Contracts are not subject to the standard short rate rule and the Advertiser shall pay the full amount of the difference of the actual dollars spent and those contracted.

EARNED REBATE

If an Advertisers spending exceeds the amount contracted for, and reaches the next commitment level per the rate card, the advertiser shall automatically earn the rate associated with that next level starting with the first billing month following achievement. The new rate will only apply to advertising going forward through the end date of the contract and will not apply to any previous advertising. Classified and Recruitment contracts are excluded from Earned Rebates.

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Continued from reverse side

POSITIONING OF ADVERTISEMENT

Though the positioning of an ad may have little bearing on an ad's success, some advertisers prefer one section of the paper over another. The Bakersfield Californian seeks to accommodate the stated preferences of our advertisers, but occasionally there are more requests for a position than there is advertising space available. In these instances position requests are prioritized using the following guidelines:

- a) Color double truck advertisements
- b) Other double truck advertisements
- c) Top 10 ROP advertisers
- d) Advertiser's paying premium to reserve placement in a particular section. Premium is 20% or \$75, whichever is greater.
- e) Advertiser requesting a position, but not paying a premium.

PUBLISHER'S LIABILITY FOR ERRORS

Please read your ad upon first publication and report any errors immediately. The Bakersfield Californian will not be responsible for more than one incorrect insertion. Slight changes or typographical errors that do not lessen the value of the advertisement will not receive credit. A letter of correction will be provided upon request, if we have made an error of any kind. Any adjustments to accepted and published insertion orders require a signed acceptance by an authorized Bakersfield Californian representative.

The Publisher's liability for errors or omissions in connection with an advertisement is strictly limited to the monies paid for the advertisement. Credit or make-good advertising will be given on the first insertion only. Credit will NOT be issued for ads not published due to an error by The Bakersfield Californian.

FORCE MAJEURE

Each party's obligations are conditional on strikes, fires, acts of God or the public enemy, war, or any cause not subject to the control of such party.

BROKERED ADVERTISING

The Newspaper deals directly and individually with its local advertisers and does not accept local brokered advertising.

e-TEAR SHEETS

Electronic tear sheets are available upon request, via the Internet, following ad publication, with the exception of group ads and line ads. Newsprint tear sheets will be provided upon request in writing at the cost of \$10 each.

CANCELLATION CHARGE

If an ad is reserved but not published due to an advertiser's request after 5 p.m. day of scheduling deadline, the advertiser will be subject to a cancellation fee of 50% of the cost of the advertisement. A 10% late fee will be applied to advertising accepted or materials received after deadline.

ELECTRONIC DELIVERY

Facsimile, email, or other electronic means may be used to send insertion orders, agreements and other instructions. They are considered binding when accepted by us, whether or not the original copies are sent or received. We may respond to you by the same or similar means.

SPECIAL RATE CLARIFICATIONS Non-Profit

Must be qualified 501c3 organization. Non-profit rates are not available to medical accounts, hospitals, schools, government agencies, retirement communities or associated real estate companies. Non-profit rates are non-commissionable.

Co-op Rates

Co-op rates and services are to assist manufacturers and wholesalers implementing co-op plans with local dealers and retailers. Representatives and recognized agencies for supplies may schedule advertising that is funded in part, if not in total, from earned co-op monies available to businesses located within Kern County. Ads must list local dealer addresses and be billed to the manufacturer, wholesaler or recognized agency to qualify for cooperative advertising rates. Co-op rates are non-commissionable.

Local Promoter/Special Event Rates

Any local promoter in Kern County promoting live entertainment and concerts in Kern County is eligible for the Local Promoter rate. Promoter must provide proof of permanent business residence and license in Kern County, commissionable only to recognized local

advertising agencies. Promoters residing outside of Kern County are not eligible for the Local Promoter rate. All promoters outside of Kern County will be billed at the applicable national rate as published in the current National Rate Card.

REPEAT DISCOUNT

Any advertisement (size 3 or larger) repeated within six days of the original publication date receives a discount of 20% off the second insertion, 30% off the third insertion and 50% off the fourth through seventh insertions. Discount for ad space only.

COLOR RATES

Color is subject to availability. The color rates shown do not include space costs. Rates are charged per ad. Repeat discounts for ad space do not apply to color.

DISPLAY ADVERTISING DEADLINES

Publication Day	Space & Copy
Monday	.....Thu. 5 PM
Monday Sports (Tab)	.....Thu. 5 PM
Tuesday	.....Fri. 5 PM
Wednesday	.....Mon. 5 PM
Wednesday Eye (Tab)	.....Fri. 5 PM
TMC	.....Fri. 5 PM (one week prior)
Thursday	.....Tue. 5 PM
Thursday Eye (Tab)	.....Mon. 5 PM
Friday	.....Wed. 5 PM
Saturday	.....Wed. 5 PM
Saturday Homes (Tab)	.....Tues. 5pm
Sunday (Eye, Employment, Business, Real Estate)	.....Wed. 5 PM
Sunday	.....Thu. 5 PM

Ask your account executive for recognized Holiday deadlines.

AD SIZES

Requirements

Only approved modular advertising sizes shall

be accepted. See "Modular Advertising Sizes" for specifications.

Submission Basis

100 dpi line screen, photos 200 dpi, .eps (please no .jpg compressions or color .tif files). Line art (bitmap) 600 dpi minimum. Web press; CMYK process.

Ad Submission

The Bakersfield Californian can accept complete ads or advertising graphics or text in electronic form. Please provide a hard copy proof of all ads submitted.

Disk: (Macintosh format preferred) .pdf; .eps with fonts included. Programs for submitting live files: Quark 6.1, Multiad Creator 6.5.7; Illustrator CS.

Submission Media: Zip, Adsend, FTP, and e-mail.

E-mail address: ads@bakersfield.com
Please remember to copy your account executive.

SPECIAL SERVICES

Graphic Services

Normal graphic services are incorporated in the established advertising rates. Ads requiring extraordinary graphic work will incur additional charges.

Additional print or digital copy.....\$20 for 1 copy;
.....\$15 ea. addl.

Graphic Design.....\$75 per hour

Logo Production.....\$35 per hour

Revise Proof.....\$25 per hour

Photography.....\$15 per photo in TBC office

.....\$25 per photo on location

Proofs

Proofs for advertisements 10 inches or larger will be furnished to the customer provided established deadlines have been met. A charge based on time and material will be made on proofs that vary from the original layout. All proof corrections must be made by 1 p.m. the day prior to publication.