

TERMS AND CONDITIONS

1. This application will become a contract when signed by the advertiser and accepted by the publisher. Neither party shall be bound by any oral agreements nor special agreements contrary to or in addition to the terms and conditions as stated herein, and no agent nor employee has the authority to vary any terms of this application.
2. The directory/online advertising specified on the face of this contract is for insertion in the directory issue as indicated and the advertiser agrees to pay the charges as indicated on the face of this contract. Advertiser also agrees to reimburse publisher for any expenses incurred during the interim in the event of a cancellation. **This agreement cannot be cancelled after 10 working days of date signed.**
3. Deposits made in accordance with this contract are refundable only at the discretion of the publisher. In the event the publisher agrees to cancel this contract, any payments or deposits made by advertiser may at the discretion of publisher, be applied to commissions, typesetting and bookkeeping charges. No refunds will, however, be made unless and until all charges for commissions, typesetting, bookkeeping and any other charges incurred have been paid in full by the advertiser. The publisher has the right not to publish the advertising in the event that the advertiser has not fulfilled the payment schedule on the face of this contract prior to printing this issue.
4. Publisher agrees to exercise reasonable care that the copy and listing are correctly printed in each directory issue. Proof of display space advertising copy will be shown to the advertiser. When proof is provided to the advertiser and said proof is not returned by advertiser forty five (45) days prior to directory issue date, it is mutually understood and agreed that said proof shall be assumed to be correct. It is further understood and agreed that advertising copy furnished must be acceptable to publisher, that the publisher reserves the right at all times to reject any advertising matter which it deems objectionable, and that no specific position is guaranteed for advertising. Publisher reserves the right to change any headings that are shown on the face of this contract in order to maintain standardization of classification that will best serve the purpose of the directory.
5. The firm name, address, and telephone number as shown on the face of this contract is the criteria for correctness in each directory as subscribed. Publisher is not responsible for telephone number changes made by any party. It is the responsibility of the advertiser to inform the publisher in writing of any change in address or telephone number forty-five (45) days prior to any directory issue date.
6. The change in telephone number or address of a business or discontinuation of business after execution of the contract shall not be deemed as making this contract null and void.
7. The advertiser agrees that the publisher shall not be liable for errors or omissions in directory advertising beyond the amount paid for the item or items omitted, or in which errors occur, for the life of the issue of the directory involved. If an error should occur in the paid display advertising or paid listing, then the following adjustments only will apply or be considered.
 - a. Wrong main number. 100%
 - b. Wrong alternate number. 15%
 - c. Incorrect spelling of a business name. . .percentage will depend on severity
 - d. Incorrect spelling of a word. None

No adjustment will be considered on free classifications
8. The advertiser warrants that he/she is duly authorized to engage in the business described by the classification designated, and further warrants that he/she is the owner of, and entitled to use, or is duly authorized by the owner and entitled to use copy cuts and illustrations and any trademarks or trade names which may be specified and agrees to notify publisher immediately in writing of any changes in such ownership or authorization. The advertiser agrees to defend, indemnify and hold publisher from any and all claims, demands, suits, losses, damages and adjustments which arise from or which are claimed to have arisen from the use of such copy cuts, illustrations, marks and names, together with expenses, including attorney's fees and court costs incurred by the publisher.
9. The advertiser agrees to assume sole responsibility for the protection of its propriety interest in any writing or illustration in its advertisement, and hereby authorizes publisher to permit any other person or publisher to copy or reproduce the advertisement appearing in the directory.
 10. Cuts, illustrations and other special art works are to be furnished by the customer. All original advertising artwork prepared in connection with the application is the exclusive property of the publisher and may not be used by advertiser without the prior written consent of publisher having been obtained.
11. A late charge equal to 2% per month and/or the highest contract rate allowed by law will be charged on any balance not paid before the next billing date. If the advertiser defaults in paying when due, the publisher may, at its option, declare all charges due and payable, along with reasonable attorney's fees, court costs, and other reasonable expenses incurred if it becomes necessary to exert these means to effect collection.
12. If the advertiser sells or assigns his business, then this contract will be considered joint and severally as part of the sale and/or assignment and the amount of monies remaining due on the contract shall be paid out of the proceeds of the sale. The advertiser also agrees that any expenses incurred including reasonable attorney's fees, court costs, and other costs incurred by publisher to enforce the terms of this agreement or in the collection process be added and become a part of the amount due.
13. If the advertiser closes the business, this contract will be deemed to be the personal responsibility of the signed advertiser, and payable on the terms agreed to by the signed advertiser.
14. Publisher reserves the right to extend or reduce by not more than 60 days the issue date and period of the directory.
15. In the event any part of this contract is determined by a court of competent jurisdiction to be void, then and in that event said void part of this contract shall be considered to be severable from the remaining provisions of this contract and the remaining provisions of this contract shall remain in full force and in effect.

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