

ITEM # 18-1410

☐ NEW  
☒ RENEWAL  
☐ REPLACEMENT  
 ACCOUNT#

2460

THE SANTA FE  
**NEW MEXICAN**  
 YEARLY ADVERTISING CONTRACT

DOLLAR VOLUME \$

Check All That Apply:

RETAIL ☒  
 PASATIEMPO ☒  
 TV BOOK ☐  
 CLASSIFIED BULK ☐  
 CLASSIFIED FREQ ☐  
 NATIONAL ☐  
 PRE-PRINT ☐  
 ONLINE ☐

Today's Date July 27, 20 18

The New Mexican (hereinafter called the "Company") and City of Santa Fe

located at 200 Lincoln Avenue (hereinafter called the "Advertiser")

WHEREAS the Company is the publisher of THE NEW MEXICAN, and the Advertiser wishes to purchase advertising space in said newspaper, the Company and the Advertiser therefore agree as follows:

- The Advertiser shall purchase a minimum of \$200,000 in the period from September 1, 2018 through August 31, 2019 at the rate indicated on the Company's rate schedule, which is incorporated herein by reference and made a part of this Agreement, subject to the rate revision provision of paragraph (4) below.
- The term of this Agreement shall be one year from the date hereof. All contracts shall be renegotiated on or before expiration date of said contract.
- If sufficient advertising is run during the contract period to earn a lower rate according to the rate schedule, the Advertiser's rate will be reduced by one contract level only and the credit will be given in the form of additional advertising space. If the Advertiser fails to run sufficient advertising or to fulfill the minimum daily frequency requirement, the Advertiser agrees to pay the rate actually earned.
- The Company may revise its advertising rate schedule at any time upon 30 days written notice to the Advertiser, and the Advertiser may cancel this Agreement at any time new rates are made effective by giving 30 days prior written notice to the Company. At time of cancellation Advertiser will be billed at earned contract level rate.
- The Company may, in its sole discretion, edit, classify, or reject advertising copy submitted.
- The Advertiser agrees to make payment within 20 days of the billing date indicated on the Company's statement and, in the event that it fails to make payment within such time, the Company may reject advertising copy and/or immediately cancel this contract. A 1-1/2% finance charge will be assessed on all accounts past due 60 days. ~~Advertiser agrees to indemnify the Company for all expenses incurred in connection with the collection of amounts payable under this contract, including court costs and attorney's fees.~~ If this Agreement is canceled due to the Advertiser's failure to make timely payment, the Company may re-bill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.
- This Agreement cannot be invalidated for typographical errors, incorrect insertions or omissions in advertising published. The Advertiser agrees to check advertisement on the first day of publication and in case of error to notify the Company immediately. The Company will be responsible only for the first insertion and then only for the space occupied by the error. The Company shall not be liable to Advertiser for any loss that results from the incorrect publication of its advertisements. Any billing error must be brought to the attention of The New Mexican within 20 days of original billing date.
- If Advertiser utilizes an agency, the Advertiser and the agency shall be jointly and severally liable for payment.
- ~~The Advertiser agrees to hold harmless and indemnify the Company from all damages, costs and expenses of any nature whatsoever, for which the Company may become liable by reason of its publication of Advertiser's advertising.~~
- All advertising copy which represents the creative effort of the Company and/or the utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of the Company, including all rights of copyright therein. Advertiser understands and agrees that it cannot authorize photographic or other reproductions, in whole or part, of any such advertising copy for use in any other medium without the express written consent of the Company.
- Applicable federal, state, county and city sales or gross receipts taxes will be added to all billings and are the sole responsibility of the Advertiser.
- This Agreement may not be assigned or transferred by Advertiser. All advertising rates are for single advertisers only.

The New Mexican

Chris Alexander (26)  
 ACCOUNT EXECUTIVE/AE#

DISPLAY ADVERTISING MANAGER

ADVERTISING DIRECTOR

City of Santa Fe

ADVERTISING FIRM NAME

200 Lincoln Avenue

BILLING ADDRESS

Santa Fe, NM

87501

CITY, STATE

ZIP CODE

sarodriguez@ci.santa-fe.nm.us

E-MAIL ADDRESS

Shirley Rodriquez

505.955.5712

PRINT NAME

PHONE

Purchasing Officer

SIGNATURE

TITLE

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:




ALAN WEBBER, MAYOR

DATE: 1-17-19

CONTRACTOR:

The Santa Fe New Mexican

  
NAME AND TITLE Advertising  
manager

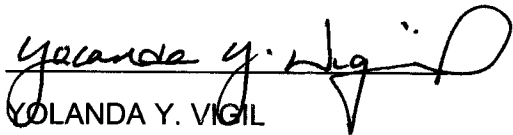
DATE: 1/4/2019

CRS#

City of Santa Fe Business

Registration #

ATTEST:

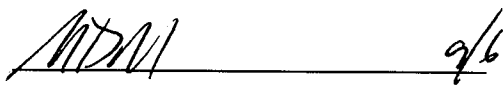


YOLANDA Y. VIGIL

CITY CLERK

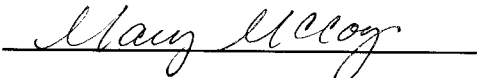
cc mtg 12/12/18

APPROVED AS TO FORM:



ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:



MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item