



LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581 | P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

Memorandum

Date: April 12, 2021
To: Each Director
From: Mike Mascoe, Public Information Specialist
Subject: I&E Subcommittee Meeting Minutes

The Information and Education Subcommittee met virtually on Wednesday, April 7, 2021 at 4:00 PM. All subcommittee members were present, including Dave Landis (Chair), Gary Aldridge, Vern Barrett, Tom Green, Christie Lamberty, Ray Stevens, Ken Vogel, and John Yoakum. Others present were Matt O'Gorman, vice-president of Unanimous and LPSNRD staff members Paul Zillig, David Potter, Adam Sutton, Nathan Kuhlman and myself.

Chair Landis called the meeting to order. The first agenda item was consideration of an annual advertising proposal (attached) from the Lincoln Journal Star (LJS) that keeps our LJS advertising commitment at \$18,000. That commitment has not changed since 2017. I explained the proposal offers us the same amount of advertising in printed editions of LJS as our current agreement, but at a 40% reduction in cost. The discount would be used to increase our advertising on journalstar.com. I outlined each element of the proposal, including the three types of digital ads:

- “Reveal” ads are large ads that appear at the top of many featured pages on journalstar.com and at the top of digital versions of the printed newspaper. These ads carry an option for us to include video frames within the ads and staff intends to take advantage.
- “Banner” ads have been a part of this annual package for several years and are similar to our printed ads. The number of journalstar.com viewers who clicked on our ads to go to LPSNRD.org in the last year is more than twice the average for this kind of ad, so our ads have performed well on journalstar.com in the past.
- The three “Facebook Boosted Posts” in the proposal would allow us to post ads or information on the Journal Star’s Facebook page, which has 106,000 followers. Some



possible uses are to promote special events, seedling sales, significant Board meetings and public hearings.

Remaining elements of the LJS advertising proposal are not new. "Email" blasts by LJS on days our newsletter is inserted would continue. "Digital Connect" is a webpage on journalstar.com that gives us a permanent presence on that site and enhances our search engine optimization. The "Journal Star Half Page" feature is completely optional for us, but if we decide to run a half-page ad in LJS, we can do it at a discount. **It was moved by Stevens, seconded by Lamberty and approved, with Aldridge voting "no." to recommend the LPSNRD Board of Directors approve the proposed agreement from the Lincoln Journal Star for advertising at a cost not to exceed \$17,998, pending review by legal counsel.**

Another LJS proposal, this one for printing and distribution of our "Know your NRD" newsletter, was next on the agenda. LJS contracts with a third-party printer to print our newsletter, which has a printed circulation of 150,000. The printed newsletter is, then, inserted into the LJS Local Values section and delivered to both subscribers of LJS and to non-subscribers across the district. I explained the biggest difference in the proposal, compared to the expiring agreement is that the newsletter would be printed by a local printer, instead of a printer in Wisconsin, which has been problematic. Despite best efforts by staff, Red Thread and LJS, there have been errors in the printing of the last three newsletters and LJS sought proposals from local printers at our request. The result is the attached proposal, which is only \$57 more than the 2020 proposal.

Other aspects of the proposal are, essentially, the same as in the previous agreement, with small adjustments in circulation numbers. **It was moved by Stevens, seconded by Yoakum and unanimously approved to recommend the LPSNRD Board of Directors approve the proposed agreement from Lincoln Journal Star for printing and distribution of three newsletters at a cost not to exceed \$47,970, pending approval by legal counsel.**

Third on the agenda was consideration of a proposal (attached) from Firespring for television advertising. The current budget contains \$20,000 for the production of new television and social media ads with Red Thread, but, due to the pandemic, there are no production plans for this fiscal year. Staff proposed to the subcommittee the money be utilized to run our existing Conservation Coach series of ads, produced and aired in the summer of 2019. They have not aired since.

The proposal is for 25 more ads than were aired in the 2019 campaign for the same cost of \$20,000. The ads would run this summer on local channels 8 and 10/11. I explained the advantage of buying television time from an agency like Firespring is that agencies purchase television time in bulk from stations and are able to pass the savings along to their clients. We consistently save about 15% in the cost of television time by buying it this way, as opposed to buying the time directly from the stations. **It was moved by Stevens, seconded by Green and**

approved, with Aldridge voting “no” and Yoakum abstaining, to recommend the LPSNRD Board of Directors approve the proposed agreement from Firespring for television air time at a cost not exceed \$20 000, pending approval by legal counsel.

The subcommittee asked staff last fall to investigate options for making some of our outreach tools available in multiple languages, to reach more of the constituency. Staff reported getting significant help, during its research, from Unanimous, which created our current website. Unanimous Vice-President Matt O’ Gorman joined the Zoom meeting and outlined several options for making our website and newsletter accessible to non-English speaking constituents. The subcommittee asked staff to look more closely into a service O’ Gorman said will translate our website into several languages on demand at a cost to LPSNRD of \$30 per month. The service would be free to website visitors.

With no further business pending, Chair Landis adjourned the meeting at 5:30 PM.

MM/mm

Lincoln Journal Star

926 P Street Lincoln, NE 68502

ADVERTISING AGREEMENT

LJS Advertising Proposal

Account Number
60000346

THIS AGREEMENT is made as of April 2, 2021 between Journal Star Printing Co. d/b/a *Lincoln Journal Star*, the "Publisher", and Lower Platte South, NRD the "Advertiser."

TERM This Agreement will begin on May 1, 2021 and end on April 30, 2022. Agreement may not be terminated or cancelled by the Advertiser prior to the end of its term except for the reasons specified in Sections 1 and 14 of the Terms and Conditions listed below.

VOLUME AGREEMENT The Advertiser will purchase at least **\$18,000** before the end of the term.

Product	Rate	Details
<i>Journal Star Print ROP</i>	\$85.00	3c x 5" (4.889 x 5") full color print ad approx. 52x year
<i>REVEAL position Digital Impressions on journalstar.com</i>	\$625.00/month	25,000 Reveal Digital Impressions/Month @\$25CPM (top of page on journalstar.com)
<i>Run of Site Banner Digital Impressions journalstar.com</i>	\$330.00/month	27,500 run of site banner impressions @\$12 CPM (300x600; 300x250)
<i>Facebook Boosted Post on Journal Star's FB page</i>	\$350.00 each	As placed with newsletter 3x and for additional placements as requested
<i>Email</i>	\$500	As placed with newsletter 3x and for additional emails as requested
<i>Digital Connect</i>	\$89.00/month	Enhanced profile page with print ads journalstar.com
<i>Journal Star Print Half Page Or Local Values full page</i>	\$665.00	9.889 x 10" print ad with full color as requested if needed for large projects or announcements

Additional Notes: Creative service charges \$25 on pickup with change and new 1-31.5" print ads; \$40 on 32-63"; \$50 on 63.5"+ print ads. New or Pick up with change Digital ads @\$25; or \$50 for rich media; \$10 for conversion from print to digital ad. Unless stated otherwise on the rate card or special program flyer for specific advertising, all advertising dollars apply towards fulfillment of contract with the exception of commercial printing and subscriptions.

ADDITIONAL TERMS AND CONDITIONS

- 1. Rates.** All advertising purchased will be at the rates and on the terms indicated on this Agreement, or on Publisher's current rate cards which are incorporated into this Agreement if no rate is indicated. This Agreement will control if there is a conflict between a rate card and this Agreement. Publisher reserves the right to change the rate or advertising terms listed on any rate card upon prior notice of to Advertiser. Advertiser agrees to be bound by the new rates or terms unless Advertiser notifies Publisher in writing of its intent to cancel the remainder of the term of this Agreement within thirty (30) days after receiving notice of any change. Cancellation under this provision shall be effective as of the effective date of the new rates or terms and shall be without liability for failure to meet the volume advertising requirement.
- 2. Contract Fulfillment.** Except as set forth in section 1 above, if, at the end of the term of this Agreement, Advertiser has placed less advertising than stated above or in any Addendum: (a) Advertiser forfeits the right to place any additional advertising under this Agreement; and (b) the Agreement will be re-rated to the best earned rate set forth on the rate cards and Advertiser agrees to pay Publisher for all advertising published or distributed the difference between the best earned rate based on Advertiser's actual volume during the term and the rate granted based on the volume advertising requirement. Any adjustments or credits applied to Advertiser's bill will not reduce the volume advertising requirement. Cancellations, changes of insertion dates, and/or corrections must conform to published deadlines. Advertisements may only relate to Advertiser's business, and neither rights nor obligations hereunder may be assigned to unaffiliated parties.
- 3. Payment.** Advertiser will pay the total amount owed to Publisher within the time period indicated on Publisher's statement. All statement disputes with Publisher must be identified by Advertiser to Publisher in writing by the statement's due date, or Advertiser agrees that the statement is correct.
- 4. Termination by Publisher.** Publisher may reject any advertising order and/or immediately terminate this Agreement upon notice to Advertiser for any of the following reasons: (a) if Advertiser fails to make payment by the date specified in Publisher's invoice; (b) if Advertiser fails to perform any obligations of this Agreement; (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed against Advertiser; (d) if Advertiser ceases doing business or Publisher believes Advertiser is likely to cease doing business; or (e) in the opinion of Publisher, the credit of Advertiser is impaired. If this Agreement is terminated for any of these reasons, Advertiser will remain liable for the lesser of the short rate or volume advertising requirement.
- 5. Indemnification.** Advertiser and/or advertising agency signatory to this Agreement agrees to hold Publisher harmless and indemnify Publisher from any and all claims, suits, damages, and expenses of any nature whatsoever, including attorney's fees, for which Publisher may become liable because of Publisher's distribution or publication of Advertiser's advertising, or because of Advertiser's unauthorized publication or distribution of advertising owned by Publisher.
- 6. Production Errors.** Advertiser may not claim a breach, terminate or cancel this Agreement if advertising copy is incorrect or contains errors of any kind, or because of a failure to publish, insert, or disseminate any advertising nor is Publisher liable to Advertiser for any loss or damage that results therefrom. Publisher agrees to run corrective advertising for that portion of the first publication, insertion, or dissemination which may have been rendered valueless by error, unless such error

arose after the advertisement had been confirmed by Advertiser or Advertiser submitted the advertisement after deadline. Any claim for adjustment due to errors must be made within the time period stated on the applicable rate card or, if none, within 36 hours after dissemination. Credit for errors in advertising will not exceed the cost of the space occupied by such error, and will not exceed the percentage of incorrect preprint or digital advertising delivered or viewed. On multiple insertions, credit for errors will not be given after the first insertion. Publisher shall not be liable for any monetary claim or consequential damages arising from error in advertising.

7. Advertising Agencies. Any advertising agency who places advertisements and receives statements for its customer is acting as an agent for Advertiser. Agency agrees to be jointly and severally liable with Advertiser for any amount required to be paid to Publisher under this Agreement. Except as set forth above, advertising agency and Advertiser remain fully responsible for all obligations and liabilities under this Agreement. All disclaimers contained in advertising agency insertion orders or contracts as "agency for" are void and superseded by this Agreement.

8. Ownership. Each party owns all advertising copy which represents the creative effort of that party and/or utilization of creativity, illustration, labor, composition or material furnished by it including all copyrights. Neither party may use in any manner, nor allow third parties to use in any manner, advertising copy owned by the other party in any other advertising medium without the owning party's written consent.

9. Taxes. Advertiser is responsible for payment of all federal, state and local taxes imposed on the printing, publication or dissemination of advertising material or on the sale of advertising placed by Advertiser.

10. Brokered Advertising. Publisher does not accept local brokered advertising.

11. Assignment. Advertiser may not assign its advertising space or this Agreement to third parties.

12. Advertising Content. Publisher may reject or edit at any time any of Advertiser's advertising. All advertising positions are at the option of Publisher, unless a particular position is purchased by Advertiser. Failure to meet position requests will not constitute cause for adjustment, refund, rerun, termination or cancellation of the Agreement.

13. Compliance with Fair Housing Act and Other Laws. The federal Fair Housing Act prohibits advertisements that indicate any preference, limitation, or discrimination because of race, color, religion, sex, disability, familial status, or national origin. Advertiser agrees to comply with the Fair Housing Act, as well as all federal, state, and local laws.

14. Excusable Delays. Publisher will not be liable for any damages related to delay or inability to perform due to causes beyond its control. Publisher's performance of its obligations under this Agreement will be suspended during such a delay or inability to perform and will not constitute a breach of this Agreement. Advertiser may terminate this Agreement if Publisher's delay or inability to perform lasts more than thirty (30) days.

15. No Waiver. Publisher's failure to insist upon the performance by Advertiser of any term or condition of this Agreement or to exercise any of Publisher's rights under this Agreement will not result in any waiver of Publisher's rights or Advertiser's obligations in the future.

16. Miscellaneous. Advertiser agrees to pay Publisher for all expenses incurred by it to collect any amounts payable under this Agreement, including costs of collection, court costs and attorney's fees. This Agreement will be governed by the laws of the state in which Publisher is doing business, and all actions to enforce or interpret this Agreement must be brought in said state. All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement, any Addendums, and Publisher's current rate cards constitute the entire agreement between the parties and supersede any prior agreements relating to the subject matter of this Agreement. This Agreement may only be amended in writing signed by both parties.

Addendum(s) to this Agreement have been attached and are labeled as follows:

PUBLISHER AND ADVERTISER HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY ADDENDUM(S) REFERENCED ABOVE.

ADVERTISER

JOURNAL STAR PRINTING CO.

ADVERTISING AGENCY (if applicable)

(Jointly & severally responsible see Sections 5 & 7)

By

By

By

Signature

Signature

Print Name/Title

Print Name/Title

Print Name/Title

Lower Platte South NRD

Company Name

Division Name

Company Name

Billing Address:

Address:

On File

Publisher Signature

Local Address:

Salesperson: Amy Brandt

Attn: Mike Mascoe

New _____ Renew ___x_____



Account Number
60000346

Lincoln Journal Star
926 P Street Lincoln, NE 68502
ADVERTISING AGREEMENT

LJS Newsletter
Proposal

THIS AGREEMENT is made as of April 2, 2021 between Journal Star Printing Co. d/b/a *Lincoln Journal Star*, the "Publisher", and Lower Platte South NRD, the "Advertiser."

TERM This Agreement will begin on May 1, 2021 and end on April 30, 2022. This Agreement may not be terminated or cancelled by the Advertiser prior to the end of its term except for the reasons specified in Sections 1 and 14 of the Terms and Conditions listed below.

VOLUME AGREEMENT The Advertiser will purchase at least \$ 47,970 for Newsletter printing/inserting or advertising volume before the end of the term.

Product	Rate	Details
Newsletter	Print \$71.50 CPM	150,000 qty Print 11x17 x 2; full color newsletters (8 pages) with bleed; folded to 8.5 x 11" pasted spine booklet Est at 150,000 \$10,725
	Insert @\$39.00 CPM	Insert Wed LJS Subscribers and Non-Subscribers in Local Values Total Market Coverage 135,000 Total for 60# gloss \$15,990

Insert 136,000 LJS Local Value \$39CPM = \$ 5,304.00 135,000
 SHIP: 7,800 into Plattsmouth consumer publication; Insert 1,000 into Plattsmouth Subscriber publication. 8,800
 765 (Ashland Gazette) and 600(Waverly News) 1,365
 The Voice News; 103 Crossroads Dr, Sheldon, IA 51201 4,000*
 Deliver 500 copies to LPS NRD office in Lincoln 500
Proposed Deadlines and Schedule 149,665

LJS/Local Values Insert Date	Art Due	Delivery to Omaha	Distributed for insert other locations
██████████	5/24/2021	6/04/2021	6/15-18/2021
██████████	9/21/2021	10/01/2021	10/12-15/2021
██████████	01/25/2022	2/04/2022	2/15-18/2022

***Customer understands that the Journal Star is utilizing a third party printer. If future paper prices raise the contracted per print rate by more than 10%, JS reserves the right to renegotiate contract reflective of current pricing, upon which the advertiser would then have the right to extend or terminate the agreement. ██████████ TO BE CONFIRMED**

Unless stated otherwise on the rate card or special program flyer for specific advertising, all advertising dollars apply towards fulfillment of contract with the exception of commercial printing and subscriptions.

ADDITIONAL TERMS AND CONDITIONS

- Rates.** All advertising purchased will be at the rates and on the terms indicated on this Agreement, or on Publisher's current rate cards which are incorporated into this Agreement if no rate is indicated. This Agreement will control if there is a conflict between a rate card and this Agreement. Publisher reserves the right to change the rate or advertising terms listed on any rate card upon prior notice of to Advertiser. Advertiser agrees to be bound by the new rates or terms unless Advertiser notifies Publisher in writing of its intent to cancel the remainder of the term of this Agreement within thirty (30) days after receiving notice of any change. Cancellation under this provision shall be effective as of the effective date of the new rates or terms and shall be without liability for failure to meet the volume advertising requirement.
- Contract Fulfillment.** Except as set forth in section 1 above, if, at the end of the term of this Agreement, Advertiser has placed less advertising than stated above or in any Addendum: (a) Advertiser forfeits the right to place any additional advertising under this Agreement; and (b) the Agreement will be re-rated to the best earned rate set forth on the rate cards and Advertiser agrees to pay Publisher for all advertising published or distributed the difference between the best earned rate based on Advertiser's actual volume during the term and the rate granted based on the volume advertising requirement. Any adjustments or credits applied to Advertiser's bill will not reduce the volume advertising requirement. Cancellations, changes of insertion dates, and/or corrections must conform to published deadlines. Advertisements may only relate to Advertiser's business, and neither rights nor obligations hereunder may be assigned to unaffiliated parties.
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- Termination by Publisher.** Publisher may reject any advertising order and/or immediately terminate this Agreement upon notice to Advertiser for any of the following reasons: (a) if Advertiser fails to make payment by the date specified in Publisher's invoice; (b) if Advertiser fails to perform any obligations of

this Agreement; (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed against Advertiser; (d) if Advertiser ceases doing business or Publisher believes Advertiser is likely to cease doing business; or (e) in the opinion of Publisher, the credit of Advertiser is impaired. If this Agreement is terminated for any of these reasons, Advertiser will remain liable for the lesser of the short rate or volume advertising requirement.

5. Indemnification. Advertiser and/or advertising agency signatory to this Agreement agrees to hold Publisher harmless and indemnify Publisher from any and all claims, suits, damages, and expenses of any nature whatsoever, including attorney's fees, for which Publisher may become liable because of Publisher's distribution or publication of Advertiser's advertising, or because of Advertiser's unauthorized publication or distribution of advertising owned by Publisher.

6. Production Errors. Advertiser may not claim a breach, terminate or cancel this Agreement if advertising copy is incorrect or contains errors of any kind, or because of a failure to publish, insert, or disseminate any advertising nor is Publisher liable to Advertiser for any loss or damage that results therefrom. Publisher agrees to run corrective advertising for that portion of the first publication, insertion, or dissemination which may have been rendered valueless by error, unless such error arose after the advertisement had been confirmed by Advertiser or Advertiser submitted the advertisement after deadline. Any claim for adjustment due to errors must be made within the time period stated on the applicable rate card or, if none, within 36 hours after dissemination. Credit for errors in advertising will not exceed the cost of the space occupied by such error, and will not exceed the percentage of incorrect preprint or digital advertising delivered or viewed. On multiple insertions, credit for errors will not be given after the first insertion. Publisher shall not be liable for any monetary claim or consequential damages arising from error in advertising.

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9. Taxes. Advertiser is responsible for payment of all federal, state and local taxes imposed on the printing, publication or dissemination of advertising material or on the sale of advertising placed by Advertiser.

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11. Assignment. Advertiser may not assign its advertising space or this Agreement to third parties.

12. Advertising Content. Publisher may reject or edit at any time any of Advertiser's advertising. All advertising positions are at the option of Publisher, unless a particular position is purchased by Advertiser. Failure to meet position requests will not constitute cause for adjustment, refund, rerun, termination or cancellation of the Agreement.

13. Compliance with Fair Housing Act and Other Laws. The federal Fair Housing Act prohibits advertisements that indicate any preference, limitation, or discrimination because of race, color, religion, sex, disability, familial status, or national origin. Advertiser agrees to comply with the Fair Housing Act, as well as all federal, state, and local laws.

14. Excusable Delays. Publisher will not be liable for any damages related to delay or inability to perform due to causes beyond its control. Publisher's performance of its obligations under this Agreement will be suspended during such a delay or inability to perform and will not constitute a breach of this Agreement. Advertiser may terminate this Agreement if Publisher's delay or inability to perform lasts more than thirty (30) days.

15. No Waiver. Publisher's failure to insist upon the performance by Advertiser of any term or condition of this Agreement or to exercise any of Publisher's rights under this Agreement will not result in any waiver of Publisher's rights or Advertiser's obligations in the future.

16. Miscellaneous. Advertiser agrees to pay Publisher for all expenses incurred by it to collect any amounts payable under this Agreement, including costs of collection, court costs and attorney's fees. This Agreement will be governed by the laws of the state in which Publisher is doing business, and all actions to enforce or interpret this Agreement must be brought in said state. All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement, any Addendums, and Publisher's current rate cards constitute the entire agreement between the parties and supersede any prior agreements relating to the subject matter of this Agreement. This Agreement may only be amended in writing signed by both parties.

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ADVERTISER

JOURNAL STAR PRINTING CO.

ADVERTISING AGENCY (if applicable)

(Jointly & severally responsible see Sections 5 & 7)

By _____

By _____
Ad Manager

By _____

Lower Platte South NRD _____
Company Name

Print Name/Title

Print Name

Title

Billing Address _____
on file

Publisher Signature

Address

Local Address _____
On file

Salesperson **Amy Brandt**

New Renew **X**

Lower Platte South NRD

Dates: June 7 - August 8, 2021

Demographic: A35-54

Budget: \$20,000



4/6/2021

9 Weeks of Television: 6/7, 6/14, 6/21, 6/28, 7/5, 7/12, 7/19, 7/26 and 8/2

Station	Programs	Community	Day	Spots	Cost	Flight
KLKN Ch8 (ABC)	see below	Lincoln	M-Sun	193	\$10,000.00	June - August
KOLN Ch11 (CBS)	see below	Lincoln	M-Sun	82	\$10,000.00	June - August
Total TV :					\$20,000.00	

KLKN includes: AM News, Good Morning America, Live with Kelly and Ryan; Midday News, 6p News, Entertainment Tonight, 10p News, Nightline, Sat/Sun Good Morning America, 10p News Sunday

KOLN includes: 6a News, CBS This Morning, Price is Right, 5p News, 10p News Sunday

You will reach 95.1% of your demographic (audience), with each person having the opportunity to see your message an average of 7.4 times.

Added Value Details:

KLKN: One news billboard for every three news purchased for a total of 28 billboards.

KOLN: You will receive a News or Weather Ticker as available. This consists of your logo at the bottom of the screen where the ticker runs, displaying the news headlines or forecast.

Lower Platte South NRD

Date

4/6/2021

Media Director, Firespring

Date

Media will be invoiced on a pre-billed basis. Payment is due 30 days after billing. Ultimate fiscal responsibility rests solely with the client. Firespring accepts fiscal responsibility only when payment has been received from client. If at any time the client is 60 days past due on media billing, Firespring will hold all further media placements until the client has met their financial responsibilities.

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