

## NEWSFINDER SERVICE USER AGREEMENT

AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between THE ASSOCIATED PRESS, a New York not-for-profit Associate Membership corporation with offices at 450 West 33rd Street, New York, N.Y. 10001, hereinafter called "AP" and \_\_\_\_\_, hereinafter called the "Associate Member."

1. The parties hereby agree that during the term of this agreement, AP will make available to the Associate Member, barring conditions beyond the control of AP, and the Associate Member may publish in the city of publication, a news service report of AP, in the publication listed on the attached Exhibit A, owned by the Associate Member and published as set forth on Exhibit A, upon the terms and conditions herein set forth in this agreement and Exhibit A.

Additional news and other services are to be covered by supplementary arrangements.

2. The Associate Member shall promptly furnish to AP, upon request of AP, the spontaneous news of the Associate Member's district (which is fixed as the said city of publication and the territory adjacent thereto within a radius of thirty miles) and such other information as the Associate Member and AP may agree.

3. The Associate Member agrees to pay for the news service to be furnished hereunder the fees and charges (hereinafter called "assessments") set forth on Exhibit A. These sums may be changed upon thirty days' prior written notice to the Associate Member.

4. The news services provided hereunder shall be made accessible to the Associate Member via the Internet by AP or its designee. AP or its designee shall invoice the Associate Member for the information services provided hereunder, which invoice shall be payable by Associate Member as directed in such invoice within 30 days.

5. The terms of this agreement shall commence on the date the news service is made available to the Associate Member, and, unless sooner terminated as herein provided or pursuant to the By-Laws of The Associated Press, it shall continue thereafter until terminated on the last day of a billing cycle by either AP or Associate Member by providing not less than 30 days written notice to the other party. Annual subscriptions are non-refundable.

6. The news service may be suspended and this agreement terminated or canceled by AP for non-payment of assessments or by reason of the suspension or expulsion of the Associate Member for cause, as provided in the By-Laws of The Associated Press.

7. The provisions hereof and the By Laws of The Associated Press constitute the whole agreement between the parties hereto, and no oral modification hereof, or oral additions hereto, shall be binding.

8. AP and its designee shall use its best efforts to ensure the accuracy of the information provided to the Associate Member hereunder. AP and its designee do not, however, guarantee the sequence, accuracy or completeness of any such information and shall not be liable to the Associate Member or to any third parties to whom the information may be furnished or to any person whatsoever for any delays, inaccuracies, errors or omissions in the transmission or delivery of all or any part of the information or for any damage arising therefrom or occasioned thereby, and in no event shall AP be liable to the Associate Member for any direct or consequential damages, including lost profits.

IN WITNESS WHEREOF, the parties hereby have executed this agreement on the day and year first above written.

\_\_\_\_\_  
(Associate Member)

By: \_\_\_\_\_  
Name:  
Title:

THE ASSOCIATED PRESS

By: \_\_\_\_\_  
Name:  
Title:

NEWSFINDER SERVICE USER AGREEMENT - EXHIBIT A

MEMBER INFORMATION

Publishing Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Number of editorial employees at the following newspaper(s): \_\_\_\_\_

Newspaper Titles	Circulation	Frequency
_____	_____	_____
_____	_____	_____
_____	_____	_____

NEWSFINDER FEES

Start-up Fee (for monthly subscription): \_\_\_\_\_

Monthly or Annual Subscription Fee: \_\_\_\_\_

Circulation*	Annual Subscription (startup fee waived)	Monthly Subscription (\$150 startup fee)
Under 3,000	\$ 1,030	\$ 108 (\$1,296 yearly)
3,000 - 5,000	\$ 1,350	\$ 135 (\$1,620)
5,001 - 15,000	\$ 1,570	\$ 154 (\$1,848)
15,001 - 40,000	\$ 2,100	\$ 199 (\$2,388)
40,001 - 100,000	\$ 2,850	\$ 260 (\$3,120)
100,001 - 200,000	\$ 4,030	\$ 360 (\$4,320)
200,001 - 500,000	\$ 6,030	\$ 525 (\$6,300)
500,001 - 1,000,000	\$ 9,820	\$ 840 (\$10,080)
Online Republication Rights	\$ 500	\$ 50 (\$600)

- Circulation: Equals the publication's circulation (paid + free).
- Circulation for twice weekly publications based on total weekly circulation.
- Publications publishing for less than one year MUST pay annually.
- College papers pay no more than \$1150 annually, regardless of circulation.