



Northern New England JOURNEY

Northern New England Journey magazine is the AAA member publication that inspires Northern New England AAA members to experience their region and the world.

Every issue yields high readership and actions taken by AAA members as a result of reading Northern New England Journey.

Northern New England Journey offers advertisers the opportunity to expand their brand by delivering their message into the homes of purchasing AAA Member households throughout Northern New England.

Northern New England Journey is published six times per year providing award winning travel editorial, automotive, membership information, discount savings and more.



2014 PLANNED EDITORIAL LINEUP (*subject to change*)

JANUARY/FEBRUARY

NNE's Indoor Winter Farmers Markets. Root veggies, hydroponic tomatoes, pickles, preserves, plus handmade soaps and entertainment.

Beautiful Brazil. A look by writer and actor Andrew McCarthy of the site of the 2014 World Cup and 2016 Olympics.

Rocky Mountaineer Railtour. A scenic rail journey in Canada that's full of surprises, by award-winning writer David Farley.

QuickEscape: Walt Disney World's New Fantasyland. How *Beauty and the Beast* comes to life in Florida.

MARCH/APRIL

Brunswick and the Great Downeaster. The beloved Amtrak route from Boston that now reaches Brunswick, Maine—what to see and do there.

Paris Like a Local. Pick a neighborhood and stay in a small hotel. How to get an in-depth experience by writer and Actor Andrew McCarthy.

QuickEscape: Brooklyn. Diverse neighborhoods from edgy to trendy to posh, and how street art makes them shine.

MAY/JUNE

Road Bicycling. The pleasures of seeing the countryside – on two man-powered wheels, including the best routes in Maine, New Hampshire, and Vermont.

Uniworld River Cruise in Europe. Exploring Castles Along the Rhine, by novelist Robert Masello.

London's Soho. A journey through one of the city's trendiest neighborhoods – and one of its most historic.

QuickEscape: Sky Diving in Maine. An up-in-the-air adventure in Lebanon.

JULY/AUGUST (SPECIAL FOOD-THEMED ISSUE)

Microbreweries. A hot trend in Northern New England—local brewers producing craft beers. A look at the best in Maine, New Hampshire, and Vermont.

Mougins, France. A culinary tour of this foodie mecca, and a look at the annual Étoiles des Mougins, by food writer David Nelson.

QuickEscape: Gourmet Getaway in Quebec City. Local produce and French-inspired treats.

SEPTEMBER/OCTOBER

Vermont's Artisanal Farm Cheeses. An autumn tour of the state's artisanal cheese farms selling cow, sheep, and goat's milk.

Caribbean Combo. Each Caribbean island has its own character and national identity, by Caribbean expert David Swanson.

Maine's Richard Blanco, Inaugural Poet. And how his town respects him, plus each state's Poet Laureate.

QuickEscape: Autumn Equinox at America's Stonehenge. What's it like at New Hampshire's ancient site.

NOVEMBER/DECEMBER

Skiing New Hampshire's White Mountains. Something for everyone: advanced skiers, novices, families, and couples.

Cern, Switzerland's Hadron Collider. Touring the place where they found Higgs Boson, "the God particle."

Grandkid Trips. Introducing your grandkids to the joys of travel.

QuickEscape: Snowmobiling at Mt. Snow on Vermont's VAST Trails. Exploring the state's back country on snow machines.



Audience Profile

2014

Circulation Region: Maine, New Hampshire and Vermont
 Circulation: 505,000 ♦ Readers: 1,111,000



- ♦ Northern New England Journey readers are 29% more likely to have a post-graduate degree than non-readers in Maine, New Hampshire and Vermont
- ♦ On average, Northern New England Journey reader households earn \$14,700 more than non-reader households in Maine, New Hampshire and Vermont

Northern New England Journey readers		Audience	Composition	Coverage	Index
Men		623,000	56%	43%	108
Women		488,000	44%	36%	91
Married		641,000	58%	42%	106
Household Income					
\$60,000+		671,000	60%	42%	107
\$75,000+		570,000	51%	46%	117
\$100,000+		371,000	33%	49%	125
\$150,000+		137,000	12%	52%	132
Average HHI	\$87,400				
Median HHI	\$76,800				
Age					
18-34		281,000	25%	41%	103
35-54		370,000	33%	36%	92
55-64		240,000	22%	38%	96
65+		220,000	20%	47%	120
Median Age	51.3 years				
Education					
Attended college		710,000	64%	42%	105
Bachelor's degree+		395,000	36%	47%	118
Home					
Own Home		904,000	81%	43%	109
Mean home value	\$240,648				
Median home value	\$206,259				

Source: 2013 Doublebase, prototype; GfK MRI



Readership

2014

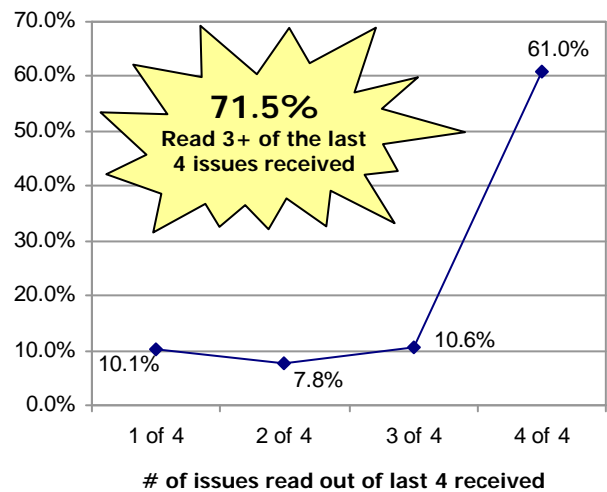
Circulation Region: Maine, New Hampshire and Vermont
 Circulation: 505,000 ♦ Readers: 1,111,000

- ♦ Readers spend 23.6 minutes, on average, reading or looking into an issue of their AAA publication
- ♦ Readers who read 3-4 out of 4 issues spend an average of 27.4 minutes reading or looking into an issue of their AAA publication



Actions taken as a result of reading NNE Journey in the past year:	
Took Any Action	63.9%
Became Aware of AAA Discount(s)	31.9%
Visited/Contacted AAA office	25.2%
Used/Received AAA Discount(s)	21.8%
Visited AAA.com	15.6%
Used AAA Tour Book	11.9%
Called a Toll-Free Number	10.4%
Made Reservations or Bought Tickets	9.0%
Traveled to a Destination Advertised or Written About	8.0%
Planned or Modified Existing Plans for a Trip	6.8%
Called or Visited AAA Travel Agent	6.5%
Visited an Advertiser's Web Site	6.4%
Used Advertising for Travel Planning	4.6%
Bought an Advertised Product or Service	4.5%
Contacted an Advertiser Directly for Information	3.5%
Obtained Information on a Product or Service Advertised	3.3%

NNE Journey Readership



Source: 2013 NNE Journey Reader Profile Study, GfK MRI



Regional Travel

2014

Circulation Region: Maine, New Hampshire and Vermont

Circulation: 505,000 ♦ Readers: 1,111,000

- ♦ 75.7% of Northern New England Journey readers took at least one overnight domestic trip in the past year

Regional areas visited in the past year

Boston	45.9%
Portland, ME	40.1%
White Mountains Region of N.H.	36.7%
Manchester, NH	35.5%
Portsmouth, NH	32.4%
Freeport, ME	29.5%
Mid-Coast, ME	28.4%
Seacoast Region of New Hampshire	23.5%
Bar Harbor, ME	23.3%
South Coast, ME	22.5%
Acadia National Park	19.8%
Lake Region, NH	19.8%
Kennebunkport, ME	18.8%
New York City	17.0%
South Burlington, VT	14.2%
Cape Cod, MA	13.8%
Bedford, NH	13.2%
Rockland, ME	13.0%
Lake Champlain, VT	12.8%
Orlando, FL	11.5%
Cambridge, MA	10.7%
Washington, DC	10.4%
Providence, RI	7.7%
Salem, MA	7.1%
Lincolnton, ME	6.7%
Killington, VT	4.9%
Las Vegas, NV	4.3%
Florida Keys, FL	3.9%
Baxter State Park	3.2%
Los Angeles area	3.0%
San Francisco, CA	3.0%
Nantucket/Martha's Vineyard	2.7%
Lenox, MA	1.4%
Greenwich, CT	1.3%
Ridgeville, CT	0.5%



In the last 12 months

- ♦ On average, readers took six domestic vacations
- ♦ Readers spent an average of \$2,600 while on a domestic vacation

Source: 2013 NNE Journey Reader Profile Study, GfK MRI



Northern
New England
JOURNEY

Travel Planning and Booking

Circulation Region: Maine, New Hampshire and Vermont
 Circulation: 505,000 ♦ Readers: 1,111,000

2014

Northern New England Journey is looked upon more than any other magazine as a source of information when planning a trip



Sources of information when planning a trip:

Friends or Relatives	49.6%
Other Websites	33.3%
Northern New England Magazine	29.1%
AAA Travel Agency	23.1%
Direct from Accommodations/Travel provider	19.4%
Other Magazines/Newspapers	17.3%
AAA Website	16.8%
Books	14.7%
Other Travel Agency	12.5%
Television	10.4%

Source: 2013 NNE Journey Reader Profile Study, GfK MRI



Method readers use to make reservations or buy tickets for a trip:

Direct from Travel Provider	54.3%
Other Web Sites	41.9%
AAA Travel Agency	16.3%
Other Travel Agency	12.9%
AAA Web Site	7.5%



Theme Parks and Attractions

Circulation Region: Maine, New Hampshire and Vermont
Circulation: 505,000 ♦ Readers: 1,111,000

2014

- Over 28% of readers visited a theme park or attraction in the last 12 months
- While visiting a theme park or attraction, nearly 20% of readers stayed 3 nights or more

Top theme parks & attractions visited in the past year:

Disney World (FL)	29.7%
Universal Studios Orlando	18.8%
SeaWorld Orlando	16.8%
Story Land	14.2%
New England Aquarium	12.6%
Six Flags New England, Springfield	11.9%
FunTown SplashTown USA	11.9%
Other Aquariums (any)	10.1%
Busch Gardens	8.0%
Palace Playland	7.4%
Colonial Williamsburg	1.5%

Source: 2013 NNE Journey Reader Profile Study, GfK MRI
Base: Visited a theme park or attraction in the last 12 months



In the last 12 months

- More than 31% of readers stayed on theme park/attraction property when visiting a theme park or attraction



General Advertising Rates

2014

All rates are Gross

Rate Card #16
Effective January 2014



Rate Base: 505,000 ♦ Total Readers: 1,111,000
Circulation Region: Maine, New Hampshire and Vermont

	1X	3X	6X
4 Color			
Full Page	\$ 12,020	\$ 11,420	\$ 10,820
2/3 Page	8,410	7,990	7,570
1/2 Page	7,220	6,860	6,500
1/3 Page	4,560	4,330	4,100
1/6 Page	2,770	2,630	2,490
B&W			
Full Page	\$ 9,600	\$ 9,120	\$ 8,640
2/3 Page	6,710	6,370	6,040
1/2 Page	5,760	5,470	5,180
1/3 Page	3,630	3,450	3,270
1/6 Page	2,200	2,090	1,980



2014 Issue Dates	Space Close	Materials Due	First Possible In-Home Dates
Jan/Feb	11/1/13	11/7/13	12/28/13
March/Apr	1/3/14	1/8/14	2/21/14
May/June	3/3/14	3/10/14	4/21/14
July/Aug	5/1/14	5/8/14	6/20/14
Sep/Oct	7/1/14	7/9/14	8/21/14
Nov/Dec	9/5/14	9/12/14	10/21/14

RUN OF BOOK			
SPACE SIZES	BLEED (W x H)	TRIM (W x H)	NON-BLEED (W x H)
Full Page	8.125"W x 10.75"H	7.875"W x 10.5"H	-
Spreads	16.125"W x 10.75"H	15.75"W x 10.5"H	-
2/3 Page Vertical	-	-	4.5"W x 9.5"H
1/2 Page Horizontal	-	-	6.875"W x 4.625"H
1/2 Page Island	-	-	4.5"W x 7.125"H
1/3 Page Vertical	-	-	2.125"W x 9.5"H
1/3 Page Square	-	-	4.5"W x 4.625"H
1/6 Page Vertical	-	-	2.125"W x 4.625"H

Note: Live copy no less than .25" from trims

DIGITAL AD REQUIREMENTS

All ads must be uploaded to

www.adshuttle.com/acepubs

Ads must be submitted as a PDF/X1a

Application files such as Adobe Illustrator, InDesign, and Quark Xpress are not acceptable. File must be high resolution (300 dpi), CMYK or grayscale (no spot colors, RGB, LAB, or ICC color profiles) with a maximum density of 300. Preferred fonts are Open Type and Type 1 and should be imbedded. All marks (trim, bleed, center, color bars) should be included in all colors and outside of the bleed area.

PROOFING REQUIREMENTS

You may either agree to waive a proof in Ad Shuttle, or send a 4/C SWOP proof (made from supplied file) to:

JoAnn Granich

Northern New England Journey

3333 Fairview Road, A327

Costa Mesa, CA 92626-1698

Tel: 714-885-2383

Fax: 714-885-1109

granich.joann@aaa-calif.com



USPS 3541 Circulation Verification

Editorial Overview: AAA NORTHERN NEW ENGLAND JOURNEY is a magazine edited for Automobile Club members in Maine, New Hampshire, and Vermont. It offers timely coverage of local issues, plus consumer information about travel, insurance, automobiles and safety issues. In addition, the magazine contains departments offering advice for travelers and motorists, and money saving opportunities on local attractions, events and travel.

Frequency: 6 times/year

TOTAL AVERAGE PAID & VERIFIED CIRCULATION

	Average for the Statement Period	%	Rate Base	Above (Below)	% Above (Below)
Subscriptions					
Paid	508,856	100%			
Verified	N/A				
Total Paid & Verified Subscriptions	508,856	100%			
Single Copy Sales	N/A				
Total Paid & Verified Circulation	508,856	100%	490,000	18,856	3.7%

PAID CIRCULATION BY ISSUE

Issue	Paid Circulation
Jan/Feb	502,894
Mar/Apr	508,208
May/Jun	515,466



3 YEAR TREND

	2011	%	2012	%	2013	%
Subscriptions:						
Paid	472,963	100.0	497,970	100.0	508,856	100.0
Verified	N/A		N/A		N/A	
Total Paid & Verified Subscriptions	472,963	100.0	497,970	100.0	508,856	100.0
Single Copy Sales	N/A		N/A		N/A	
Total Paid & Verified Circulation	472,963	100.0	497,970	100.0	508,856	100.0
Year Over Year Percent of Change				5.3%		2.2%
Average Annualized Subscription Price	\$2.00		\$2.00		\$2.00	

CIRCULATION BY STATE - for the May/June 2013 issue

State	Paid Subscriptions	State	Paid Subscriptions
Alabama	21	Ohio	105
Arizona	233	Oklahoma	29
Arkansas	18	Oregon	37
California	331	Pennsylvania	186
Colorado	120	Rhode Island	106
Connecticut	284	South Carolina	160
Delaware	24	South Dakota	19
District of Columbia	23	Tennessee	66
Florida	2,305	Texas	207
Georgia	99	Utah	39
Idaho	20	Vermont	79,091
Illinois	58	Virginia	206
Indiana	40	Washington	82
Iowa	17	West Virginia	17
Kansas	13	Wisconsin	44
Kentucky	36	Wyoming	21
Louisiana	24		
Maine	220,089	TOTAL 48	515,422
Maryland	87	CONTERMINOUS	
Massachusetts	1,579	STATES	
Michigan	47		
Minnesota	44	Alaska	24
Mississippi	22	Hawaii	18
Missouri	32		
Montana	22	TOTAL ALASKA &	42
Nebraska	10	HAWAII	
Nevada	57		
New Hampshire	208,399	U.S. Unclassified	-
New Jersey	155	TOTAL UNITED	515,464
New Mexico	42	STATES	
New York	454	Poss. & Other	2
North Carolina	296	Areas	
North Dakota	6	U.S. & POSS., etc.	515,466
		Canada	-
		International	-
		Other Unclassified	-
		Military or Civilian	-
		Personnel Overseas	-
		GRAND TOTAL	515,466

DMA PAID SUBSCRIPTIONS BREAKDOWN AS OF JUNE 30, 2013

Bangor	44,570
Burlington	101,478
Manchester	189,103
Portland-Auburn	182,459
Presque Isle	6,436
Total DMA - ME/NH/VT	524,046

ANALYSIS OF TOTAL NEW AND RENEWAL PAID INDIVIDUAL SUBSCRIPTIONS

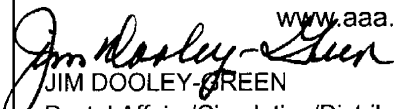
Total gross subscriptions (new and renewal) sold in the six month period ended June 30, 2013


DURATION		%		USE OF PREMIUMS		%	
a.	One to six months (1 to 3 issues)	None		a.	Ordered without premium	276,868	100%
b.	Seven to eleven months (4 to 5 issues)	None		b.	Ordered with material reprinted from this publication	None	
c.	Twelve months (6 issues)	276,868	100%	c.	Ordered with other premiums	None	
d.	Thirteen to twenty-four months	None			Total Subscriptions Sold in Period	276,868	100%
e.	Twenty-five months and more	None					
Total Subscriptions Sold in Period		276,868	100%				

CHANNELS		%	
a.	Ordered by subscriber action via direct mail, direct mail agents, inserts, online, renewals, catalogs, or other outlets available to the subscribers	None	
b.	Ordered by subscribers in response to unsolicited telemarketing and door to door selling	None	
c.	Ordered by subscribers in response to fund-raising programs of schools, churches, and other similar organizations	None	
d.	Subscriptions as part of membership in an organization	276,868	100%
Total Subscriptions Sold in Period		276,868	100%

We certify that to the best of our knowledge all data set forth in this Publisher's Statement are true and report circulation in accordance with the United States Postal Service.

Parent Company: AAA Northern New England
 AAA Northern New England Journey
 68 Marginal Way
 Portland, ME 04101-2444
 P: 207-780-6800
 F: 207-780-6914
 www.aaa.com


 JIM DOOLEY-GREEN
 Postal Affairs/Circulation/Distribution


 TAMARA HILL
 Publisher


 KATHY BOWYER
 Manager Advertising Sales

Dated Signed: August 13, 2013

Advertiser Information

2014

Rate Card 16 Effective January 2014

ADVERTISER INFORMATION

TERMS OF SALE

Net 30 days from date of invoice. First time advertisers must prepay by Ad Close date. Publisher reserves the right to request further prepayment for so long as Publisher desires.

COMMISSION

15% paid to recognized agency on space, position, color and bleed charges, provided the account is paid within 30 days from invoice date.

SHORT RATES AND REBATES

Each page or fractional page counts as one insertion. Frequency discounts may be earned with any combination of different size insertions used during a 12-month period. If a greater frequency discount is earned, a rebate will be made. If the billed rate is not earned, the short rate will be based on the number of insertions actually run during the contract period. See Advertising Contract Provisions for more details.

CANCELLATIONS

Must be received from advertiser in writing prior to Materials Due date; all orders non-cancellable after Materials Due date of relevant issue. (See Section C of Contract Conditions.)

SEND ALL INSERTION ORDERS TO:

Northern New England Journey
Attn: Jim Green
3333 Fairview Road,
Mail Stop A327
Costa Mesa, CA 92626-1698
Tel: 714-885-2394
Fax: 714-641-5522
Green.Jim@aaa-calif.com

COPY REGULATIONS

A. The caption line "ADVERTISEMENT" shall be printed at the top of advertisements that either carry no signature or resemble editorial pages.

B. When new ad material, covered by an uncanceled Insertion Order is not received by the applicable Materials Due date, copy run in the previous Issue will be inserted.

C. The Publisher will not be bound by any terms or conditions, printed or otherwise, appearing on any order blank or copy instructions, when such conditions conflict with the Publisher's Advertising Policy Guidelines, Advertising Contract Provisions or Rate Card.

CONTRACT CONDITIONS

ADVERTISING CONTRACT PROVISIONS

A. In order to place advertising with AAA Northern New England ("Publisher"), Advertiser (as defined below) shall complete and execute an Advertising Contract & Insertion Order (the "IO" and together with the terms and conditions set forth in this Rate Card, collectively referred to as this "Contract"). "Advertiser" means the party designated in the IO as "Advertiser." The publication selected in the IO shall be referred to as the "Publication," and the issue(s) designated in the IO shall be referred to as the "Issue(s)."

B. Advertiser shall have the right, without liability to Publisher to terminate the entire Contract at any time prior to the Ad Close date for the first insertion ordered under the Contract's IO.

C. Once the Ad Close date for any Issue has passed, but the Materials Due date for that Issue has not yet passed, Advertiser may, by written notice to Publisher received prior to the Materials Due date, cancel Advertiser's insertion for that issue by paying 10% (Ten percent) of the Earned Rate.

D. Once the Ad Close date and the Materials Due date for any Issue has passed, Advertiser may only cancel an insertion for that Issue with the written consent of the Publisher and upon payment of 100% (One hundred percent) of the Earned Rate for that insertion within 30 days after invoice date. Advertiser's failure to provide materials for an insertion in an Issue on or prior to the Materials Due date for that Issue shall be deemed a cancellation of such insertion, unless Publisher agrees in writing to an extension of the Materials Due date for that particular insertion.

E. Advertiser's cancellation of any insertion specified in the IO automatically nullifies any rate protection and any preferred position reservation as to any remaining insertions specified under the IO.

F. Publisher shall have the right, at its option, to terminate this Contract at any time by written notice to Advertiser, in which event Advertiser shall pay for insertions already published, and any Frequency Discount contracted for in the IO shall apply irrespective of the actual number of insertions published prior to termination.

G. Publisher shall have the right to terminate this Contract and any other agreements, contracts or insertion orders entered into by Advertiser and Publisher, at any time with or without notice to Advertiser upon the occurrence of any of the following ("Events of Default"): (i) a failure by Advertiser to pay in full any invoice on or prior to its due date, (ii) an insertion specified in the IO was not published within the Contract Period (as defined in the IO) as a result of one or more cancellations by Advertiser, or (iii) a breach by Advertiser of any other provisions of the Contract. In the event of such termination by Publisher, Advertiser shall pay Publisher for all insertions already published under the Contract at the Earned Rate. Failure of Publisher to terminate this Contract upon the occurrence of an Event of Default shall not be deemed a waiver of Publisher's right to terminate this Contract by reason of any subsequent Event of Default.

H. Publisher reserves the right to revise its advertising rates at any time. Any new rate immediately applies to insertions not previously covered by the Contract's IO. Insertions already covered by the IO may receive rate protection only if published in the six months immediately following the date when the new rates become effective. Advertiser may terminate this Contract on the date new rates become effective, provided that prior to said effective date, Advertiser gives to Publisher written notice of such termination; and, in the event of such termination, Advertiser shall only be liable for insertions already published and any Earned Discount contracted for in the IO shall apply irrespective of the actual number of insertions actually published prior to termination.

I. Publisher reserves the right at Publisher's sole discretion to revise or reject any advertisement or portion thereof. Publication of advertising copy shall not affect the Publisher's right to revise or reject the same copy thereafter. (See Advertising Policy Guidelines)

J. Advertiser warrants and represents that any material submitted to Publisher is original; truthful and not misleading; does not violate any law or infringe the copyrights, trademarks, trade names, patents or other intellectual property rights of any other person; and contains no matter that is libelous, an invasion of privacy, an unlawful appropriation of the name or likeness, or otherwise injurious to the rights of any other person; and Advertiser has obtained all necessary consents prior to submission to Publisher. Advertiser assumes all responsibility for all content (including, but not limited to, text, representations, names, photographs, and illustrations) of advertisements printed. Advertiser agrees to indemnify, defend and hold Publisher, its officers, members of its Board of Governors, employees and agents, harmless against any and all claims, losses, liabilities and expenses, including attorney's fees and legal expenses, resulting from or attributable to the publication of any material submitted by Advertiser under this Contract.

K. An IO that specifies pages or directs insertion of advertising in a special position or on a designated page or specifies "or omit" will not be accepted. Any provision in the IO specifying or barring the use of any page because of the kind of news or advertising on that



Advertiser Information

2014

page, on its reverse side or on the facing page will not be legally binding upon Publisher but will be treated as a request only. Discontinuance of advertisements ordered "Till Forbid" and changes or cancellations of advertisements must be given in writing. No oral agreements will be recognized.

L. IN THE EVENT OF ANY ERROR OR OMISSION IN PRINTING OR OTHER INADVERTENT PUBLICATION OF AN ADVERTISEMENT, PUBLISHER'S LIABILITY SHALL NOT EXCEED THE COST OF THE SPACE USED OR THE COST OF THE INSERTION OMITTED. IN THE EVENT OF ANY OTHER BREACH OF PUBLISHER'S OBLIGATIONS UNDER THIS CONTRACT, PUBLISHER'S LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY ADVERTISER TO PUBLISHER UNDER THIS CONTRACT. Publisher shall have no liability unless it receives written notice of the error or omission no later than 30 calendar days after the Issue Date (as defined below) of the Issue in which or with respect to which the error or omission occurred. The cover of each Issue bears a designation consisting of (a) either one month, or two months separated by a forward slash, and (b) followed by year. The first day of the first month so designated shall be referred to herein as the "Issue Date." (By way of example only, January 1, 2013 is the Issue Date of the Issue designated "January/February 2013".) Where the same insertion is ordered for more than one Issue, credit, if allowed, shall be for the first insertion only and may, at the sole discretion of Publisher, be given in the form of republication of the corrected advertisement. No adjustment will be made under circumstances in which Advertiser, its client or its agent is responsible for the error.

M. Advertiser authorizes Publisher, and any of its affiliates or agents, to obtain credit reports in Advertiser's name at any time.

N. To the extent Advertiser fails to pay any invoice from Publisher when due, Advertiser further agrees that Publisher may refer Advertiser's account to a collections agency. Advertiser acknowledges and agrees that Publisher, or any of its affiliates or agents, may from time to time report the credit experience of Publisher, or one of its affiliates, with Advertiser to third parties, including, without limitation, governmental authorities and credit reporting agencies. Advertiser hereby waives and holds Publisher harmless from and against any and all claims that Advertiser may have as a result of such reporting.

O. If Advertiser fails to pay an invoice from Publisher when due and payable, a late payment charge of 1.5% per month (or the highest rate permitted by law, if lower), will be applied, as of the thirty-first (31st) day after the invoice date, to the outstanding balance of such invoice and the agency commission, if applicable, is also revoked on the 31st day.

P. Publisher shall have the right at any time, at its sole discretion to require prepayment for any advertising under this Contract (or any other insertion order submitted by Advertiser or Advertiser's client) on such terms as it may see fit. In the event Advertiser fails to make a prepayment within five (5) business days after delivery to Advertiser of a written demand from Publisher therefore, Publisher shall have the right to immediately terminate this Contract and any other agreement or insertion order entered into by Advertiser and Publisher, without further notice to Advertiser and without any liability to Publisher.

Q. If Advertiser is an advertising agency placing advertising on behalf of a client:

1. This Contract shall have no force or effect until (a) such client has executed and delivered to Publisher a letter on a form provided by Publisher, providing for, among other things, such client's liability in the event Advertiser fails to make timely payment of amounts owing to Publisher under this Agreement, or (b) Publisher waives in writing the requirement set forth in Clause (a).

2. This Contract creates a direct payment obligation of Advertiser to Publisher, irrespective of whether Advertiser is paid by its client, except to the extent Publisher receives valid payment from Advertiser's client.

3. Advertiser shall not be entitled to any advertising agency commission with respect to any invoice unless such invoice is paid within 30 days of invoice date.

R. Any notice required or permitted to be given under this Contract shall be in writing and shall be effective immediately upon receipt if delivered personally or by reputable national overnight delivery service, or two (2) working days from mailing such notice if mailed through the United States mail, certified, postage prepaid, return receipt requested, and addressed to each party as follows: (i) if to Publisher at AAA Northern New England, 68 Marginal Way, Portland, Maine 04101- 2441, Attention: Publisher, and (ii) if to Advertiser, to the address(es) set forth in the boxes titled "Agency" and "Client" on the IO, to the extent either box is completed.

S. IN NO EVENT SHALL PUBLISHER BE LIABLE TO ADVERTISER FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATED TO, THE PERFORMANCE OF SERVICES UNDER THIS CONTRACT, UNDER ANY THEORY OF LAW, EVEN IF ADVERTISER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

T. Advertiser agrees that no representations or warranties of any kind have been made to Advertiser by Publisher or by any of its agents and that no understanding has been made or agreement entered into other than that set forth in the Contract.

U. This contract shall be governed by the laws of the state of Maine. Any legal action relating to this Contract shall be brought in a State or Federal Court sitting in the County of Portland, State of Maine.

ADVERTISING POLICY GUIDELINES

A. All advertisements must be approved by the Publisher before they are deemed acceptable for publication in *Northern New England Journey*.

B. Publisher reserves the right to inspect or test any product or service to be advertised before the advertisement is deemed acceptable. Publication of any advertisement for a product or service tested by Publisher shall not be deemed an endorsement thereof by Publisher.

C. All advertising copy must comply with the guidelines established for editorial material in word, illustration, and design.

D. Priority of available advertising space will be given to Advertisers of products and services that bear a relationship to the demographics of *Northern New England Journey* subscribers. General categories include, but are not limited to: (1) automobiles, other vehicles, and transportation facilities; (2) accommodations, resorts, restaurants, recreational areas, tours, and cruises; (3) consumer electronics and sporting equipment; and (4) aftermarket products and services related to the above categories.

E. Advertisements of products or services in which AAA Northern New England has a special expertise or in which the ad might be construed as an endorsement must receive specific approval by the Publisher with regard to the veracity of the ad or the product or service advertised. Examples include (1) automotive products, (2) insurance products, (3) vehicle-repair business or products, (4) travel related products or services, and (5) group purchase plans.

F. Advertisements considered unacceptable include, but are not limited to, the following: (1) distilled spirits; (2) all "per inquiry" arrangements; (3) personal vanity products (such as those claiming to restore hair, reduce weight, remove fat, increase bust size, restore youth, improve sexuality); (4) get-rich-quick schemes, speculative offerings, and any claims made to amass personal fortunes or to guarantee "winning"; (5) garish displays, unacceptable posture of models, or advertisements that might appeal to sensuous or prurient interests; (6) political candidates or causes; (7) religious persons or doctrines; (8) escort services; and (9) illegal or questionable products or services. Advertisements for products or services not included in the categories set forth above may also be unacceptable if, in the opinion of the Publisher, they are considered inappropriate for publication in *Northern New England Journey*.

