

**ARKANSAS DEMOCRAT-GAZETTE, INC.**  
**LEGAL ADVERTISING AGREEMENT**

This agreement ("Agreement" or "Contract") is entered into on February 11, 2026 (the "Effective Date"), by and between Arkansas Democrat-Gazette, Inc., an Arkansas corporation with its principal offices located at 121 E. Capitol Avenue, Little Rock, Arkansas 72201 ("ADG" or "Contractor"), and the State of Arkansas (the "State"), with its principal procurement offices located at 501 Woodlane Street, Suite 220, Little Rock, Arkansas 72201 (each, a "Party" and collectively, the "Parties"). This Agreement is effective on the date of the Parties' signatures below.

This Agreement consists of the Agreement; Exhibit A, Legal Advertising Rates; Exhibit B, Certification of Contractor; and any applicable Orders. The Parties consent to use electronic signatures, and the Agreement may not be invalidated on the basis that the documents and signatures were electronically provided. The Agreement may be executed in counterparts, each of which shall be an original, which together shall constitute one Agreement.

1. **Publication Services.** This Agreement governs ADG's provision of legal advertising services to the State and published in the ADG ("Legal Ad") at the rates set forth on Exhibit A, Legal Advertising Rates. All Legal Ads will be billed by the agate line.

The State may purchase a Legal Ad, during the Term of this Agreement, by submitting an order ("Order") describing the advertising copy, the start date and the end date of the publication of the Legal Ad in the ADG. All Legal Ads are accepted subject to the approval or rejection by the management of the ADG. The ADG also reserves the right to edit or reject any Legal Ad for the correction of punctuation, capitalization, or grammatical errors, but shall not alter the substance, meaning, or legal effect of the advertisement without express written approval of the State. All Orders are subject to and are incorporated in this Agreement, including its Exhibits. If there is a conflict between an Order and this Agreement, this Agreement takes precedence, unless the Order explicitly references the conflicting provision of this Agreement, states the intent to supersede that provision, and the prevailing Order is approved in writing by ADG.

2. **Term and Termination.** The term of this Agreement will begin upon the Effective Date and will continue for twelve (12) months unless terminated or cancelled in accordance with this Agreement. This Agreement does not automatically renew.

Either Party may terminate this Agreement for any reason by giving the other Party written notice of such termination no less than sixty (60) days prior to the date of termination. If the Agreement is so terminated, the State's only ongoing payment obligation under the Agreement will be for those Legal Ads satisfactorily published in the ADG prior to the effective date of the termination.

**For Cause.** The State may terminate this Agreement for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of termination for cause,

the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Agreement and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may agree to reasonable modifications in the Agreement to accommodate the causes of the termination for cause and avoid the termination, to the extent permitted by law, and at the discretion of each party individually. If the Agreement is so terminated for cause, the State's only ongoing payment obligation under the Agreement will be for those Legal Ads satisfactorily published by ADG prior to the effective date of the termination.

**3. Cancellations.** In the event the State cancels an advertisement, the State will be charged for those days on which the Legal Ad actually appeared at the rate set forth on Exhibit A, Legal Advertising Rates.

**a. Non-Appropriation Clause Pursuant to §19-67-206(b)(11).** In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this Contract for the services to be provided by the Contractor, this Contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes. If the Agreement is so terminated pursuant to this subsection, the State's only ongoing payment obligation under the Agreement will be for those Legal Ads satisfactorily published in the ADG prior to the effective date of the termination.

**4. Errors and Omissions.** In the event a Legal Ad is accidentally omitted from publication or contains a printer's error that is not caused by errors in ad copy or artwork furnished by the State, ADG's obligation shall be to return any fees paid by the State for the Legal Ad. ADG will not be responsible for errors in any Legal Ad due to errors in ad copy or artwork furnished by the State. In such an event, the State shall have the right to submit a corrected Order and shall be responsible for the cost of re-publication.

**5. Fees and Payment.** ADG will invoice the State for published Orders on a monthly basis. Invoices will be sent to the address designated on the Order. Payment for invoices is due and payable thirty (30) days from receipt of the invoice or upon satisfactory completion of the service. ADG shall not suspend the publication of any Legal Ad required by Arkansas statute due to a payment dispute that is being addressed in good faith by the State.

**6. Governing Law and Venue.** a. This Agreement will be governed by and construed in accordance with the laws of the State of Arkansas. Exclusive venue arising under this Agreement is Pulaski County, Arkansas. b. Any legislation that may be enacted subsequent to the date of this Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this Contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect. c. Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Arkansas Code Annotated §25-19-101 et. seq.

7. **Sovereign Immunity.** Nothing in this Agreement shall be construed as a waiver of the State's sovereign immunity. Any claims ADG wishes to assert against the State in connection with this Agreement shall be brought in the Arkansas State Claims Commission.

8. **Disclosure Required by Executive Order 98-04.** The Parties acknowledge that any contract or amendment to a contract, unless such contract is exempt from the disclosure requirements of Executive Order 98-04, executed by an agency which exceeds \$25,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Rules promulgated pursuant thereto. If this Agreement is determined, by an Opinion issued by the Arkansas Attorney General, to not be exempt from the disclosure requirements of Executive Order 98-04, ADG shall also require any subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form shall be used for this purpose. Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

If this Agreement is determined, by an Opinion by the Arkansas Attorney General, to not be exempt from the disclosure requirements of Executive Order 98-04, the failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated pursuant thereto, shall be considered a material breach of the terms of the Agreement and shall subject the party failing to disclose, in violation thereof, to all remedies available to the State under this Agreement and at equity and law.

9. **Indemnity.** ADG shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the other Party, and its officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of ADG, its agents, employees, partners, or assigns.

10. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without written approval of both parties.

11. **Assignment/Subcontracting.** ADG shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the State.

12. **Records.** Financial and accounting records reasonably relevant to State of Arkansas transactions under this Contract shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.

13. **Intergovernmental/Cooperative Use.** In accordance with Arkansas Code Annotated § 19-61-802, any State public procurement unit may participate in this Contract with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing the contract.

14. **ACH Payment.** All payments to the Contractor under this Contract shall be made exclusively through ACH (Automated Clearing House) direct deposit or through the State's authorized Procurement Card (p-card). The Contractor agrees to provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits. The Contractor is responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor shall not be the responsibility of the State. The State will process payments according to the agreed payment schedule in Section 5, and all payments made via ACH direct deposit shall be considered as duly received upon successful transmission to the Contractor's designated bank account.

15. **Severability.** If any provision of this Agreement is held unenforceable, all remaining provisions of this Agreement shall remain in full force and effect.

16. **Attachments:**

1. Exhibit A: Legal Advertising Rates
2. Exhibit B: Certification of Contractor

17. **Notices.** Any notice required to be given pursuant to this Agreement will be in writing and will be deemed given upon actual receipt of notice delivered by national commercial overnight courier service and addressed as follows:

If to the State:           Jessica Patterson  
          501 Woodlane Suite 201  
          Little Rock, Arkansas 72201

If to ADG:           Chuck McNeice  
          121 East Capitol Avenue  
          Little Rock, Arkansas 72201

IN WITNESS WHEREOF, the Parties have executed this Legal Advertising Agreement as of the date below.

**State of Arkansas**

By: Jessica Patterson  
Name: Jessica Patterson  
Title: State Procurement Director  
Date: 2.11.25

**Arkansas Democrat-Gazette, Inc.**

By: Charles A McNeice Jr  
Name: Charles A McNeice Jr  
Title: Accounting Manager  
Date: 02-06-26

EXHIBIT A: COMMODITIES & PRICE LIST

# Arkansas Democrat Gazette

## Legal Advertising Rates

Below are our current per agate line rates:

	Daily	Sunday
Statewide (63 counties and NW AR Counties*)		\$1.57 (Statewide is only available on Sunday)
Zone 2 (63 counties)	\$1.08	\$1.24 (Daily is only available in Pulaski County)

\*Northwest Arkansas Counties are: Benton, Boone, Carroll, Crawford, Franklin, Johnson, Logan, Madison, Newton, Sebastian, Scott, and Washington

Chuck McNeice  
Finance Manager

121 East Capitol Avenue, Little Rock, Arkansas 72201

**EXHIBIT B**  
**CERTIFICATION OF CONTRACTOR**

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

**1. Israel Boycott Restriction:** For contracts valued at \$1,000 or greater.

A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.

**2. Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater.

No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-60-105.

**3. Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at \$75,000 or greater.

A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.

**4. Scrutinized Company Restriction:** Required with bid or proposal submission.

A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are in compliance with the certification requirements listed above that are relevant to this contract and will remain so for the aggregate term of any resultant contract.