

Arizona's Finest

Wedding

Sites and Services

7904 E Chaparral Road A110-475

Scottsdale, AZ 85250

Phone: 480-970-1948

Fax: 480-831-7076

Email: advertising@finestweddingsites.com

ADVERTISING CONTRACT

ADVERTISER INFORMATION

Advertiser: Fountain Park Civic and Event Center

Contact Name: Mike Fenzel

Title: Events and Operations Supervisor

Address: 13001 N. La Montana Dr.

City: Fountain Hills

State: AZ

Zip: 85268

Phone: 480.816.5116

Cell: _____

Fax: 480.837.3077

Email: mfenzel@fh.az.gov

Website: fh.az.gov/243/weddings

CONTRACT INFORMATION

Ad Size:

- Front/Back Cover Full Page Directory Listing
 Inside Front/Back 1/2 pg Web Banner
 Premium Placement 1/5 pg Web Ads
 Spotlight Bridal Leads Real Wedding on Web

Ad Due Date: Please supply changes to pictures and wording, by 12/15/16.

Scope of Advertising:

Print:

- 1/5 page print ad

Web:

- Web ads in Fountain Hills and in East Valley North categories
- Bridal Leads – Monthly and direct-connect
- Real wedding featured on website
- Featured in one style category on website
- Social Media Promotion

Payment details:

\$1281 deposit. Remaining balance of \$1281 due 08/15/17.

Ad Cost \$	<u>2500</u>
Web Ad \$	<u>Included</u>
Design Fee \$	<u>Included</u>
Subtotal \$	<u>2500</u>
Other \$	_____
Sales Tax \$	<u>62</u>
TOTAL \$	<u>2562</u>
Deposit Paid \$	_____
Balance Due \$	_____

This contract is for one year of advertising with Arizona's Finest Wedding Sites and Services, unless otherwise specified above. Contract terms are detailed on backside. The signature of both parties shall evidence acceptance of the terms.

Advertiser:

Signature

Date 10/12/16

Printed Name

Michael Fenzel

Arizona's Finest Wedding Sites and Services:

Signature

Date 9/12/16

Printed Name

Renea Johnson, Director of Sales

Advertising Terms and Conditions

1. All advertisements and copy are subject to approval by Publisher. The Publisher reserves the right to refuse or cancel for any reason without notice. Any advertisement or series of advertisements that resembles editorial may be marked "advertisement" by the Publisher.
2. The Publisher will not be liable for any special or consequential loss or damage occasioned by error, late publication or failure of an advertisement to appear for any cause whatsoever. Advertiser's maximum damages in such event shall be limited to the return of sums paid to Publisher for such advertising.
3. Advertiser agrees that they have written permission to use images they supply for their ad. Advertiser takes full responsibility, legal and otherwise, for the images contained within their advertisement.
4. The Advertiser warrants that the information provided by him/her to the Publisher for the purpose of preparing or publishing any advertisement of, or relating to, the Advertiser's trade or business is true and accurate.
5. Every effort will be made to carry out contract, but its due performance is subject to cancellation by the Publisher including terms beyond the Publisher's control.
6. If Advertiser is supplying to Publisher his/her own ad, all copy and other materials necessary to produce the advertisement must be supplied by the Advertiser without any further request or notice from the Publisher. In the event that copy instructions are not received by the material due date, the Publisher reserves the right to obtain necessary materials at the Advertiser's expense and to produce an advertisement that will not be subject to the Advertiser's prior approval. The Publisher will not accept, and has no obligation to incorporate, changes to copy or other materials unless the Publisher, prior to the due date, receives them. Advertiser's property, copy, artwork, etc. are held at owner's risk and should be insured by Advertiser against loss or damage.
7. This contract is non-cancelable by the Advertiser and shall not in any way be dependent upon receipt of copy or any other materials by the Publisher, with the exception that Publisher, in her sole discretion, may permit Advertiser to cancel this contract, at a cost of 25% of total contract amount prior to sales tax.
8. Publisher will retain ownership of all electronic files generated by Publisher relating to advertising materials and the advertisement.
9. Credit accounts are strictly net and must be settled upon receipt of invoice. Any account that is not settled within 30 days of the date of invoice shall be subject to a finance charge at the maximum rate allowable under Arizona law until paid. It shall not be necessary for the Publisher to give advance warning that such interest charge is to be levied. If Advertiser is late on payments, the Publisher reserves the right to suspend service until payment is rendered.
10. Advertiser's obligations hereunder including the obligations to place and pay for advertising in accordance with the terms of this contract, are in no way relieved or diminished by any change in Advertiser's ownership, form, business activity or name. Advertisement may be paid for by any credit card acceptable to the Publisher.
11. In the event that Advertiser's account is turned over to an attorney for collection, the Advertiser agrees to indemnify the Publisher for all expenses incurred to enforce collection of any amount due under the contract, including any attorney's fees and court costs incurred by the Publisher in pursuing collection. In addition, the Advertiser agrees to pay interest charges on the total balance due, including attorney's fees.
12. If for any reason distribution of the magazine shall start later than stipulated on the contract, or a change of distribution points is implemented, the Publisher reserves the right to extend distribution of the magazine beyond the end of the contract term and/or distribute the magazine to substitute properties as the publisher sees fit in such event. Advertiser will not be entitled to any refund as a result of such delay or substitution and will not be charged a premium for such extension.
13. Position requests will be granted wherever possible at the discretion of the Publisher. No warranty is made by the Publisher that the request for a particular position will be honored. However, in the event that an Advertiser pays the position premium for a particular position and that position cannot be honored by the Publisher, the position premium will be credited against Advertiser's account and the advertisement will be run in the closest available position at no premium to the Advertiser.
14. Publisher reserves the right to alter, modify or choose the background color of all property, site, or location advertisement pages created by the Publisher, publishing staff or affiliates.
15. This contract shall be governed by and construed in accordance with the laws of the State of Arizona. Advertiser agrees that an action may only be brought in Maricopa County, Arizona. The Advertiser hereby waives his/her right to a trial by jury.
16. Notification of discrepancy in the advertisement must be sent by certified mail to the Publisher within ten (10) days after the advertisement is first published. If such notification is not received by Publisher Advertiser will be deemed to have accepted the advertisement as run, and to have waived any rights it may have had to a complete or partial return of amounts paid for such advertisement.
17. The Publisher retains all rights to ownership in advertisements designed or created by the Publisher, publishing staff or affiliates. The Advertiser grants the Publisher a non-exclusive license to publish all advertisements provided by the Advertiser to the Publisher.
18. The Advertiser represents and warrants that it is not insolvent and the payment due will be paid in full. In the event of a filing by or against the Advertiser of petition under Bankruptcy Code, the Publisher may discontinue the Advertiser's ads, demand advance payment, or terminate all agreements with Advertiser.
19. Advertisers are strictly prohibited from sharing, selling or in any way transferring the monthly Bridal Leads Lists to any other person or company. Furthermore, leads cannot be used in co-op advertising with any person or company who has not also purchased said leads. Violations of this policy are subject to a \$500 penalty per occurrence.
20. Advertiser must offer email recipients and opt-out opportunity as per anti-spam laws.