

Advertising Agreement

Digital Display Advertorial



THIS AGREEMENT is made between Travel Lane County and _____, the "Advertiser."

TERM The term of this Agreement will begin on _____ and end on _____. 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 9 of this Agreement.

ADVERTORIAL Advertiser agrees to purchase the following digital screen advertorial time for display at the Eugene Airport, Travel Lane County's Adventure Center, and Travel Lane County's downtown Eugene Visitor Center. At least one display monitor will run content at each location. Rates will not increase for additional display monitors:

____ 15-second digital screen ad(s), at the rate of \$100 per month for minimum 3 months or more, with an annual rate of \$1,000 if pre-paid.

____ 30-second digital screen ad(s), at the rate of \$150 per month for minimum 3 months or more, with an annual rate of \$1,200 if pre-paid.

Digital screen ad production is the responsibility of the Advertiser. Ads must be delivered in high resolution format to Travel Lane County. Production standards require an advertorial format, and we encourage limited spoken narrative, with music or sound effect audio and an emphasis on visual messaging. Advertiser is liable for payment of this Agreement amount for the Term indicated whether or not digital ads have been delivered to Travel Lane County by the Advertiser.

TERMS OF PAYMENT Advertiser to pay the first three months paid in advance, then monthly in advance for remainder of Term. For annual contract rate, Advertiser agrees to pay full year in advance. Payment by credit card or check. (Travel Lane County, PO Box 10286, Eugene, OR 97440).

OTHER TERMS AND CONDITIONS See page two of this Agreement.

Travel Lane County and Advertiser have read and agree to the terms and conditions of this Agreement as specified.

ADVERTISER

Travel Lane County

By _____

By _____

Print Name/Title

Print Name/Title

Company Name

Date

Address

City/State/Zip

Billing Address (if different than above)

Date

1. **Rates.** All advertising purchased will be at the rates indicated on this Agreement for the Term indicated. Future Terms are subject to Travel Lane County's current rate sheets, as revised from time to time. The space contracted for will not be sublet to others, nor used for other purposes than contemplated by this Agreement. Travel Lane County may, in its discretion, from time to time, increase the rates listed on any rate sheet or change its advertising terms. Travel Lane County will inform the Advertiser of any future increase in rates or change in terms prior to the effective date of the increase or change. No rate change or change in terms will apply to Advertiser during the term of this Agreement.
2. **Sponsorships.** Regular Rates on sheet may not pertain to negotiated, exclusive sponsorships and additions or exclusions will be noted on individual Agreement.
3. **Payment.** The Advertiser will make payment to Travel Lane County within the time period indicated on the Advertiser's Contract and/or invoice. If payments are not made as agreed, in addition to the amount owed for unpaid advertising and applicable interest or late charges, the Advertiser agrees to pay Travel Lane County for all expenses incurred by it to collect any amounts payable under this Agreement, including costs of collection, court costs and attorney's fees.
4. **Termination.** Travel Lane County may reject an advertising order and/or immediately terminate this Agreement, upon notice to Advertiser for any of the following reasons: (a) if the Advertiser fails to make payment by the date specified in Travel Lane County's invoice or otherwise fails to perform any of the provisions of this Agreement, (b) if the Advertiser makes an assignment for the benefit of creditors, (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed by or against the Advertiser, (d) if the Advertiser ceases doing business or is likely to cease doing business or (e) in the opinion of Travel Lane County, the credit of the Advertiser is or may be impaired. If this Agreement is terminated for any of these reasons, Advertiser will nevertheless remain liable for its obligations under this Agreement.
5. **Indemnification.** The Advertiser and/or the advertising agency signatory to this Agreement agrees to hold Travel Lane County harmless and indemnify its officers, directors and employees, from all claims, suits, damages, costs and expenses of any nature whatsoever, including attorney's fees and court costs, for which Travel Lane County may become liable by reason of its distribution or publication of Advertiser's promotions or advertising, including but not limited to claims or suits alleging libel, privacy invasion, unfair competition, defamation, misuse of publicity rights, copyright infringement, dilution or trademark infringement under federal or state law, or otherwise based on the content of Advertiser's promotions or advertising, including illustrations, text, claims, etc.
6. **Production Errors.** Production is the responsibility of the Advertiser. Advertiser may not claim a breach, terminate or cancel this Agreement if there are typographical errors, incorrect insertions or omissions in advertising published or distributed or due to a failure to publish, insert or distribute any advertising or promotions. Travel Lane County will not be liable to Advertiser for any loss or damage that results from a typographical error, incorrect insertion or omission or failure to insert, distribute or publish any advertising.
7. **Taxes.** In the event that any federal, state or local taxes are imposed on the printing, publication or distribution of advertising material or on the sale of advertising, these taxes will be assumed and paid by the Advertiser.
8. **Advertising Content.** Travel Lane County may, in its sole discretion, edit, alter, omit, reject or cancel at any time any of Advertiser's promotions or advertising.
9. **Excusable Delays.** Travel Lane County will not be liable for any damages related to delay or failure to perform due to causes beyond its control, including but not limited to, fire, strike, work stoppage or other labor interruption, freight embargo, terrorism, sabotage, war, civil disturbance, governmental action, rules or regulations, failure of machinery, equipment or information systems, failure of suppliers, failure or delay of common or private carriers, the elements, flooding, power outages or interruptions or acts of God. Travel Lane County's inability or failure to perform for any such cause will not constitute a breach of this Agreement. Performance by Travel Lane County of its obligations under this Agreement will be suspended during this type of delay or failure to perform. The Advertiser may, however, terminate this Agreement if suspension lasts more than thirty (30) days.
10. **No Waiver.** Travel Lane County's failure to insist upon the performance by the Advertiser of any term or condition of this Agreement or to exercise any of Travel Lane County's rights under this Agreement on one or more occasions will not result in a waiver or loss of Travel Lane County's right to require future performance of these terms and conditions or to exercise its rights in the future.
11. **Miscellaneous.** All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement constitutes the entire agreement between the parties and supersede and cancel any prior agreements, representations or communications, whether oral or written, between the parties relating to the subject matter of this Agreement. This Agreement may not be changed orally and may only be amended in writing signed by both parties. This Agreement may not be assigned by Advertiser without the prior written consent of Travel Lane County, which will not be unreasonably withheld. Each representative of a party signing this Agreement is fully authorized to legally bind the party. This Agreement will be governed by the state where Travel Lane County is doing business under the above name.

_____ (Initial) I have read and agree to the terms listed above.