



## INTERNET ADVERTISING REQUEST FORM

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Advertisement Request:

**Banner Advertisement**

Top of Home Page 530x60 with  
Secondary Page Targeted  
300x150 \$599.00/Month

Top of Secondary Page Targeted  
Listing 530x60 with Main Page  
300x150 \$399.00/Month

Top of Secondary Page Targeted  
Listing 530x60 with Main Page  
150x150 \$299.00/Month

**Right Column Advertisement**

Home Page Listing 300x150  
\$350.00/Month

Secondary Page Targeted Listing  
300x150 \$150.00/Month

Home Page Listing 150x150  
\$200.00/Month

Secondary Page Targeted Listing  
\$99.00/Month

TERM: 6 MONTHS (5% Disc.) \_\_\_\_\_

1 YEAR (10% Disc.) \_\_\_\_\_

START DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

END DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PORTAL: (SELECT ONE) CACHE, WEBER, BOX ELDER, RICH, DAVIS, SALT LAKE, UTAH

## ADVERTISING CONTRACT

### Terms and Conditions

The undersigned party (Advertiser) agrees to engage the Internet advertising services of Northern Utah Media Group based on the following terms and conditions.

**1. Publication of Advertising**

1.1. In accordance with these terms and conditions, Northern Utah Media Group will seek to publish Advertiser's desired content as outlined in the foregoing Internet Advertising Request Form. Advertiser recognizes that the completion and submittal of this contract and the attached Internet Advertising Request Form does not create an obligation upon Northern Utah Media Group to provide the requested advertising services. Northern Utah Media Group may reject Advertiser's request for services and transmittal of this contract for any reason or for no reason at all at Northern Utah Media Group's sole discretion prior to accepting funds for advertising in connection with this contract.

## **2. Payment**

2.1. Payment for advertising services shall be rendered in accordance with the selection made upon the Internet Advertising Request Form. Northern Utah Media Group will not commence providing any advertising services until payment has been received as required by the selection made in the Internet Advertising Request Form. Advertiser may initiate advertising services by paying the entire advertising fee at the upfront discount payment rate or by paying for 30 days of advertising at the regular advertising rate with monthly billing to follow.

2.2. Advertisers who elect to initiate service by paying for 30 days of advertising at the regular rate will be subject to billing on a monthly basis. The first bill will be due 30 days after service is initiated. Each billing will be for 30 days of service and will secure advertising service for 30 days beyond the bill due date. If any payment is not received by the bill due date Northern Utah Media Group may terminate the Advertisers continued add placement. Upon termination advertising may be reinitiated upon the contract terms by remitting the payment due and a \$20.00 reinitiating fee. Advertiser recognizes that if services are terminated or otherwise interrupted due to non-payment ad placement and display may have to be altered upon reinstatement to accommodate website configuration and Northern Utah Media Group's other obligations.

## **3. Submitting Material**

3.1. Advertiser must submit advertising materials to Northern Utah Media Group at least 14 days prior to the time advertisement publication is to commence. All advertisement material must be submitted in a form and on media compatible with Northern Utah Media Groups systems and procedures.

## **4. Refusal, Withdrawal, or Modification of Advertising**

4.1. Northern Utah Media Group shall have the right to refuse or withdraw any advertising material at any time for any reason including technical problems and concerns regarding content. Advertiser recognizes that Northern Utah Media Group has the right to control and limit publication to create a particular look and feel to the website.

4.2. Northern Utah Media Group shall have the right to alter ad size, placement, and format to accommodate advertisement publishing. Northern Utah Media Group will seek to notify Advertiser of any alteration that will substantially alter the appearance of the advertisement.

## **5. Responsibility for Advertisement Including Content**

5.1. Advertiser is full and solely responsible for the content of the advertising material published by Northern Utah Media Group. Advertiser is responsible for taking all necessary steps to ensuring the advertising is not in violation of any law, regulation, or policy. In the event that Advertiser's material is in violation of any law, regulation, or policy, or becomes the subject of any law suit, Advertiser must take full responsibility for the advertisement and agrees to indemnify and hold harmless Northern Utah Media Group against all claims.

## **6. Breach and Damages**

6.1. A breach of this contract including Advertiser's obligation to pay may result in the termination of continued services and the pursuit of unpaid balances, damages, attorney's fees and court cost against Advertiser.

6.2. Advertiser agrees that any claim for damages against Northern Utah Media Group for failure to perform under this contract will be limited to a refund of any advertising fees paid to Northern Utah Media Group and that such refund of fees shall be Advertiser's full and liquidated damages. Northern Utah Media Group shall not be liable for any special, consequential, or incidental damages including loss of opportunity, loss of revenue, or other failure.

## **7. Disclaimer of Warranties**

7.1. Northern Utah Media Group disclaims any and all warranties in conjunction with the advertising services provided including any express and implied warranties.

## **8. Severability**

8.1.If any provision of this contract is found to be invalid, void, or unenforceable the remaining provisions of this agreement shall remain and be given full force and effect.

**9. Assignment**

9.1. Northern Utah Media Group may sell, transfer, or assign this contract at any time to any person or entity. Such assignee shall acquire all rights and obligations held by Northern Utah Media Group under this contract.

**10. Governing Law**

10.1. This agreement will be governed and construed according to the laws of the State of Utah.

**11. Forum Selection**

11.1. Any legal dispute arising out of this agreement shall be resolved in the Courts of the State of Utah.

**12. Entire Agreement**

12.1.This agreement is the entire agreement of the parties. This agreement supersedes and replaces any and all agreements between the parties regarding the advertising services requested as part of this contract and the attending Internet Advertising Request Form.

By signing below, Advertiser agrees to the foregoing terms and conditions.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title