



ADVERTISING CONTRACT

DATE	NUMBER
6/29/2013	3159

----- ADDRESS TO -----

Flagstaff Convention & Visitors Bureau
 211 W. Aspen Ave
 Flagstaff, AZ 86001

----- ADVERTISER -----

Flagstaff Convention & Visitors Bureau

AGENCY:

PUBLICATION: SEDONA PUBLISHING COMPANY

CONTRACT BEGIN DATE: 7/1/2013

CONTRACT EXPIRE DATE: 6/30/2014

RATE CARD: 2013

FREQ: 2 Insertions

	COST	CREDITS
SIZE: Full Page, Bleed	11,940.00	
COLOR: 4/C	0.00	
BLEED: Y	0.00	
POSITION: Cathedral Rock Bundle GUARANTEED: N	0.00	
GROSS SPACE:	11,940.00	

REP(S):
 Angelic Murillo

ORDER	DATE	PUB	I.O. NUMBER	PAGE POS	COLOR	AD SIZE	SPACE TL	PREMIUMS	PROD CHG	INV TOTAL	DISCOUNTS	NET DUE	
3845	7/1/2013	SEDONA PUBLISHI			Cath 4/C	Full Page,	11,940.00	0.00	0.00	11,940.00		11,940.00	
3848	7/1/2013	SEDONA PUBLISHI			Cath 4/C	SCB, Full	0.00	0.00	0.00	0.00		0.00	
3846	7/1/2013	SEDONA PUBLISHI			Cath 4/C	DSM, Full	0.00	0.00	0.00	0.00		0.00	
3847	7/1/2013	SEDONA PUBLISHI			Cath 4/C	SVG, Full	0.00	0.00	0.00	0.00		0.00	
3844	7/1/2013	SEDONA PUBLISHI			Cath 4/C	SVM, Full	0.00	0.00	0.00	0.00		0.00	
QTY OF ADS: 5										TOTAL PAGES:	4.00	NET TOTAL:	11,940.00

TERMS AND CONDITIONS

1) **AGREEMENT:** The undersigned Advertiser hereby agrees to advertise in Discover Sedona Magazine (DSM), Sedona Visitors Guide (SVG), The Original Sedona Visitor Coupon Book (SCB) and The Original Sedona Visitor Map (SVM) for a period of twelve (12) months beginning July 2013. This Agreement is made between Sedona Publishing Company, Inc., hereafter referred to as "Publisher", and, Advertiser Named Above hereafter referred to as "Advertiser". As used in this Agreement, Sedona Publishing shall mean all (i) print published in all Publisher markets and (ii) content appearing on the website,

2) **SCHEDULE OF PAYMENT:** The total sum of \$ 995.00 (amount), shall be paid monthly plus all taxes required under Section 14 of this agreement. Payment for any advertising shall be due prior to ad deadline. Except for any initial charges required prior to any production work by Publisher, all other charges, such as ad design, color separation, or placement, shall be due 30 days following the publication of Advertiser's ad. Service charges of 1.5% will be added to accounts not paid within 30 days of invoicing.

3) **CHANGES:** Publisher reserves the right to change any of the rates, discounts or production dates or specifications set forth in the rate card in effect at the time of this Agreement. However, no rates will change during the distribution of an issue. Any such changes shall become effective on the date set forth on such rate card or 30 days after notification, whichever is later. In the event of such change, the Advertiser shall have the right to terminate this Agreement after the distribution of the current issue period of twelve (12) months is complete by giving Publisher written notice prior to the effective date of such change. Unless such notice is given to Publisher prior to the effective date of such change, Advertiser shall be deemed to have agreed to such change. However, the Advertisers rate(s) as stated in this agreement shall remain in force through the term of this contact.



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4) TERM AND RENEWAL: The term of this Agreement shall be for the period set forth in Section 1 of this Agreement, it being agreed that either party may cancel this agreement with 90 days written notice before end of such term.

5) BREACH: In the event Advertiser breaches any term of this contract and fails to cure such breach within 10 days from notice of the breach, the entire amount of the contract becomes due and payable at once. Advertiser shall pay all costs incurred in the collection of said amount, the cost to include but not be limited to collection costs, collection agency fees, and/or reasonable attorney's fees. Additionally, Publisher may stop inserting advertisements in any publication if (i) any bill is not paid when due, (ii) Advertiser makes an assignment for the benefit of creditors, (iii) a petition in bankruptcy or for reorganization under bankruptcy law is filed by or against Advertiser or (iv) Advertiser goes out of business or announces its intention of doing so.

6) ARTWORK, TYPE, PLATES, FILM, NEGATIVES: All artwork, type, plates, film, negatives or other items supplied by Publisher shall remain the exclusive property of the Publisher unless otherwise agreed upon in writing. In the case of Advertiser-furnished negatives, Advertiser assumes full responsibility for all defects herein and shall hold Publisher harmless as to the effect those negatives may have on the quality of the finished product.

7) ALTERATIONS: All Advertiser alterations to original specifications, which necessitate extra work or material, will involve additional charges to Advertiser at the current rate in addition to the payments noted above.

8) LOSS: Neither party shall be responsible for any resulting loss if the fulfillment of any of the terms or provisions of this contract is delayed or prevented by riots, wars, national emergency, strikes, floods, hurricanes, fires, acts of God, or by any other causes not within the control of the party whose performance is interfered with, which, by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of cause enumerated above or not.

9) DEADLINE: In the event advertising copy is not furnished by Advertiser to Publisher in accordance with Publisher's deadline schedules as provided for on the rate card, Publisher may, at its option, publish on behalf of Advertiser the agreed size advertisement as shall be necessary for Advertiser to comply with the terms of this Agreement. Advertiser will not hold Publisher responsible for the placement of the advertisement.

Advertiser's initials: _____

10) PUBLISHER'S RIGHT: Publisher reserves the right to censor, reject, alter or refuse any advertising copy in Publisher's sole discretion or to disapprove any advertising copy in accordance with any rules Publisher may now have or may adopt in the future, concerning the acceptance of advertising matter. No change in advertising copy shall be made, however, without Advertiser's prior consent.

11) INDEMNIFICATION: Advertiser assumes full and complete responsibility and liability for the content of all advertising copy submitted, printed, and published under this Agreement and shall indemnify and hold Publisher harmless from and against all demands, claims or liability. Advertiser shall also reimburse Publisher of any amounts paid by Publisher in settlement of claims or in satisfaction of judgments obtained by reason of publication of such advertising copy, together with all expenses incurred in connection with such settlement including but not limited to attorney fees and cost of litigation.

12) EDITORIAL CONTENT: This publication's editorial content is absolutely independent of this Agreement. Under no circumstances does Publisher guarantee any editorial content for any Advertiser unless editorial content is part of a purchased advertising package. Advertiser dissatisfaction with the editorial content or accuracy is not a basis for non-payment by Advertiser. Advertiser's initials: _____

13) DISTRIBUTION: Advertiser agrees to allow Publisher to distribute Discover Sedona Magazine, Sedona Visitors Guide, The Original Sedona Visitor Coupon Book and The Original Sedona Visitor Map publication at Advertiser's places of business. Advertiser acknowledges that Publisher has no control over the number of people who choose to pick-up a copy of the publication and the seasonal variations in the numbers of potential readers. Therefore, the number of copies of the publication to be distributed and exact dates of



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Empty rectangular box for agency information.

distribution, as estimated in current sales literature and/or by Publisher's staff, are estimates only and should not be construed as a contractual obligation of Publisher.

- 14) TAXES: There shall be added to any charges to Advertiser, amounts equal to any taxes, however designed, levied or based on such charges, including state and local excise taxes based on gross sale.
- 15) ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 16) AMENDMENT: This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.
- 17) SEVERABILITY: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 18) WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 19) APPLICABLE LAW: This Agreement shall be governed by the laws of the State of Delaware.

It is the responsibility of the advertiser to contact Sedona Publishing Company with all ad materials changes, copy changes, or alterations prior to the following print ad material deadlines:
First Printing Deadline, June 1, 2013 and Second Printing Deadline, December 1, 2013.
Failure to communicate any changes in writing will result in the publishing of current materials. Subsequent billing will be enforced for the duration of the contract period.

THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY A REPRESENTATIVE OF SEDONA PUBLISHING INC.

AGREED TO BY:

ADVERTISER'S/OWNER'S AUTHORIZED REP. SIGNATURE DATE

PRINTED NAME OF ABOVE TITLE

SEDONA PUBLISHING APPROVAL SIGNATURE DATE:

PRINTED NAME OF ABOVE TITLE

Special Instruction:
With signed agreement Flagstaff CVB will receive matching advertising space in The Arizona Republic, based on \$100 per column inch value, black & white only. Matching space is based on paid balance of agreement. Space may accrue based on paid monthly balance to meet Flagstaff CVB ad size request.