



## MCVB ONLINE ADVERTISING CONTRACT

### PARTIES:

Pursuant to this binding agreement **Marin Convention and Visitors Bureau (MCVB)**, and **Advertiser**, also known as \_\_\_\_\_, Advertiser shall pay to MCVB payment for three months advertising of \$ \_\_\_\_\_.

Additional advertising may be purchased under this agreement in 3 month increments by paying an additional fee of \$ \_\_\_\_\_ within thirty (30) days after receipt of invoice. MCVB shall reserve \_\_\_\_\_ guaranteed months of Advertising Space from the Advertising Start Date of \_\_\_\_\_ on the MCVB Web site, **www.visitmarin.org**.

### SCOPE OF ADVERTISING PURCHASE

Under this agreement, advertiser purchases \_\_\_\_ number of Primary Page Sponsorships at a monthly rate of \$\_\_\_\_\_, and \_\_\_\_ number of Secondary Page Sponsorships at a monthly rate of \$\_\_\_\_\_.

Specific Pages for placement of the advertising are as follows:

MCVB Home Page – Square: 210px x 140px	Tower: 210px x 70px
\$749/Peak and \$549/Off	\$649/Peak and \$449/Off

MCVB Secondary Pages – Square: 125px x 125px	Tower: 125px x 250px
\$449/Peak and \$249/Off	\$549/Peak and \$349/Off

Secondary Pages are the Attractions, Outdoor Activities, Coupons, and Maps/Transportation web pages.

### DEFINITIONS:

"Advertising Space" means one banner Advertisement, stored on the MCVB web site, with a defined Start Date.

"Advertisement" means the graphic file supplied by an Advertiser which can be selected by a user as a Link.

"Link" means a request for information from a server other than the MCVB.

"Start Date" means the first day the MCVB Web site will display the Advertisement.

**PAYMENT:**

The MCVB reserves the right to hold Advertiser and its authorized advertising agent jointly and severally liable for any and all amounts owed.

**RIGHT TO REFUSE UNACCEPTABLE ADVERTISING:**

The MCVB reserves the right to refuse any advertisement sponsorship banner that does not completely conform to the MCVB brand and branding theme campaign. MCVB reserves the right to refuse any advertisement graphic that does not arrive seven days before the Advertiser would like the banner to be produced online. The MCVB does not accept advertising from companies that produce or provide tobacco, alcohol, or pornographic products or services, or their subsidiaries, or foundations funded by such companies whose function is to improve acceptance of such products by the public. This Agreement is voidable by MCVB immediately if Advertiser fails to disclose (or conceals or misrepresents) any involvement with tobacco, alcohol, or pornographic products or services. In addition, MCVB may in its complete discretion refuse the use of any other advertising that it deems to be inappropriate, or non-conforming to the MCVB brand or hospitality-related themes.

**USAGE STATISTICS:**

MCVB makes no guarantee of any level of traffic at any given time. MCVB shall not be held liable for any claims as they relate to published or unpublished usage statistics. MCVB will provide advertisers with usage statistics and tracking information as it pertains to their banner ad and its placement.

**TRUTH IN ADVERTISING / INDEMNIFICATION FOR LIABILITY:**

Advertiser is solely responsible for any legal liability arising out of or relating to (1) the Advertisement, and/or (2) any material to which users can link through the Advertisement. Advertiser represents and warrants that the Advertisement and Link comply with advertising standards; and that it holds the necessary rights to permit the use of the Advertisement and Link by MCVB for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify MCVB and to hold MCVB harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by MCVB, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

**LIMITATION ON DAMAGES:**

In no event will MCVB be liable to sponsor for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not MCVB has been advised of the possibility of such damage.

**ASSIGNMENT:**

Advertiser may not assign this agreement, in whole or in part, without MCVB's written consent. Any attempt to assign this Agreement without such consent will be null and void.

**GOVERNING LAW:**

This Agreement will be governed by and construed in accordance with the laws of the State of California.

**ENTIRE AGREEMENT:**

This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, provided that all pricing will be governed by MCVB's Pricing Information, whether printed on paper or electronically. The terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

\_\_\_\_\_  
Marin Convention and Visitors Bureau Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Advertiser Representative

\_\_\_\_\_  
Date

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## MCVB ADVERTISING ORDER INSERTION FORM

Company Name:	_____
Billing Address:	_____
	_____
City, State:	_____
Zip Code, Country:	_____
	_____
	_____
Advertising Contact Name:	_____
Advertising Contact Phone Number:	_____
Advertising Contact Fax Number:	_____
Advertising Contact Email:	_____
	_____
	_____
Billing Contact Name:	_____
Billing Contact Phone Number:	_____
Billing Contact Fax Number:	_____
Billing Contact Email:	_____
	_____
	_____
Number of Months (3, 6, 9, 12):	_____
Start Date:	_____
URL to Link to:	_____

Please email all advertising graphics to [info@visitmarin.org](mailto:info@visitmarin.org) Please see the Banner Ad Information Flyer for advertising graphics information.

Upon completion of this Agreement and Insertion Order, please sign and fax to 415-925-2063. If you have any questions, please contact Mark Essman at [mark@visitmarin.org](mailto:mark@visitmarin.org) for further information.