

UTA Web Site Advertising Policies and Agreement to Advertise

Term:	One year		
Size:	Circle One		sor's Page Listing Included) \$2,000/year \$1,200/year (5-Star)
	eNews Ad	\$100 per issue \$80 per issue (5-Star)	\$650 per year \$400 per year (5-Star)
	Sponsor's Pag		and 100 words of text) Free (5-Star)

*The advertiser should supply its own text and graphics (banner or logo) for either the sponsor page or homepage banner. The banner or logo 'hqt 'y g'gP gy u'ugevlqp o wuv'dg 697'r kzgni'y kf g'cpf 'ecppqv'gzeggf 'c'o czko wo 'j gki j v'qh'; 2'r kzgni in .gif or .jpg format at a resolution of 72ppi." For those advertisers who do not wish to provide their own graphics, logo or banner in this format, there will be an additional \$100 graphics charge to set up thg'artwork provided by the advertiser.

To Place Your Ad: Complete the information on this page and return to: United Trustees Association, 2030 Main Street, Suite 1300, Irvine, CA 92614. Subject to the terms of the advertising agreement which is incorporated herein.

Print Cardholder's Name	Cardholder's Signature	
Card No	Exp. Date	
Charge my credit card(circle one) Mastercard	Visa in the amount of \$_	
Please check one: Enclosed is Check #		
<u>Method of Payment</u>		
Phone Fax	Email	
Address		
Contact Name		
Company Name		

Richard Meyers, UTA, 2030 Main Street, Suite 1300, Irvine, CA 92614



UTA WebPage Advertising Agreement

The company show above under "To Place Your Ad" (herein "Advertiser" of the address show on the preceding page, and United Trustees Association ("UTA") of 2030 Main Street, Suite 1300, Irvine, CA 92614, as publisher of its Webpage at <u>www.unitedtrustees.com</u>, in consideration of the promises herein, agree as follows:

- 1. Advertising space description. Advertiser agrees to use and Publisher agrees to provide advertising space on the UTA webpage (herein "the Webpage"), subject to the terms and conditions of this Agreement, described as follows: The term of the advertising space and the size of the advertising space, shall be as indicated and circled on the preceding page.
- 2. Cost and payments for advertising space. The rates for the advertisements referred to in this Agreement are as set forth on the preceding page. Advertiser shall pay for the advertisement in advance and the term of the agreement shall be one (1) or twelve (12) calendar months after the advertisement is posted to the Webpage.
- 3. **Content and design of advertising.** UTA reserves the right to reject, alter, censor, or refuse any advertising copy, and to cancel this Agreement at any time without penalty to either party in its sole discretion. All banners and sponsor listings are subject to review and approval by UTA. The advertiser should supply its own test and graphics (banner or logo) for either the sponsor page or homepage banner. The banner or logo cannot exceed a maximum size of 1.25" x 6" in .gif or .jpg format at a resolution of 72ppi. Sponsor page listings may contain a logo or banner and text not to exceed 100 words. For those advertiser who do not wish to provide their own graphics, logo or banner in this format, there will be an additional \$100 graphics charge to set up the artwork provided by the advertiser. THE NUMBER OF BANNER ADVERTISERS IS NOT LIMITED. HOWEVER, UTA RESERVES THE RIGHT TO LIMIT THE NUMBER OF BANNER ADVERTISERS AT ANY ONE TIME.
- 4. Submissions of advertising copy. Advertiser shall submit all advertising copy to UTA at least thirty (30) days prior to the date it will be posted on the Website. Advertiser understands and accepts the fact that an advertisement may not be posted within thirty (30) days of its receipt by UTA but will, absent extenuating circumstances as outlined in paragraph 7 below, be posted promptly following said thirty-day period.
- 5. Printing errors of UTA. If any advertisement fails to appear on the website as agreed herein, without the fault of Advertiser or any occurrence beyond the control of UTA, UTA shall refund Advertiser's payment for that advertising. UTA assumes no responsibility for a failure to obtain clear impressions of advertisements submitted by Advertiser and cannot guarantee that an advertisement will appear in a particular position on the Website selected for advertising.
- 6. **Indemnification.** Advertiser assumes full and complete responsibility and liability for the content of all advertising copy submitted, printed, posted and published pursuant to this Agreement, and shall indemnify and hold UTA harmless against any demands, claims, or liability thereon. Advertiser shall reimburse UTA for any amount paid by UTA in settlement of claims or in satisfaction of judgments obtained by reason of posting and publication of advertising copy, and for all expenses incurred in that regard, including, but not limited to, attorney's fees and costs of litigation.
- 7. Compliance with law and interpretation of contract. UTA shall not be responsible or liable for any damages to Advertiser by reason of a failure to post any advertisement provided for herein because of any labor dispute, war, riot, civil commotion, fire, flood or other occurrence beyond the control of UTA. In such even, Advertiser shall have the option of having the advertisement posted on the Website in the future on the terms and conditions contained herein under this Agreement without the express prior written consent of the other party. This writing contains the entire agreement of the parties. This agreement shall be controlled by and construed under the laws of the State of California. The venue for any litigation arising under this Agreement shall be in Santa Clara County, California. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of this Agreement shall not be construed as a waiver of any such rights.