



TERMS OF AGREEMENT

The **Advertiser** hereby agrees **Greenspun Media Group, LLC** ("**Publisher**"), is authorized on behalf of the **Advertiser** to compose and distribute **Greenspun Media Group** publications as carrier for advertising in accordance with the description and consideration set forth above. **Advertiser** and **Publisher** agree to perform all of their respective obligations under this Advertising agreement including but not limited to the terms and conditions set forth on **Publisher's** rate card. The contract is not legally binding until the **Publisher/Sales Manager** has signed agreement.

CANCELLATION POLICY: Any advertising contract may be canceled via written notice up to 30 days before the space reservation closing date of issues. Any discounts given, but not fulfilled, will be billed back to **Advertiser**. Monthly billing that is pro-rated based on annual agreement, **Advertiser** will be billed on all items delivered.

PAYMENT POLICY/FINANCE CHARGE: All payments are due within 30 days past invoice date with approved credit terms. **Advertiser** and any **Agent** or **Agency** acting as authorized representative of advertisements will be held liable individually and severally. If account is not brought up to date by next issue run, advertising is subject to cancellation, and payment for that issue and previous will still be due. If credit card option is selected, the authorized person on the credit card must sign, and the billing address section must match that of the credit card.

ART CHARGES: All graphic design and art charges will be billed at \$200.00 per hour unless other arrangements have been made and noted on this contract. Contract/Insertion Order does not include art charges. They will be billed separately.

Greenspun Media Group publications do not assume responsibility of print quality if client chooses not to provide a match print. **Greenspun Media Group** reserves the right to modify **Advertiser's** Art including Logos when **Advertiser** participates in any **GMG** Awards and Events. **Greenspun Media Group** will endeavor to provide **Advertiser** advance notice regarding changes to **Advertiser's** Artwork if changes were necessary.

PAYMENTS AND TERMS AND CONDITIONS

1. This agreement is subject to **Publisher's** approval of **Advertiser's** credit and to the credit limits imposed by **Publisher**, both in **Publisher's** sole discretion.
2. Payments are due within 30 days of invoice date with approved credit terms. Without approved credit, payment is due by space deadline.
3. Any account outstanding more than 30 days from the invoice date is subject to a 1.5% per month service charge, not to exceed 18% per annum.
4. Provided that this agreement is fully performed, all rates under this agreement shall be calculated to the lowest earned rate in effect from time to time.
5. Rates are subject to change upon 30-day notice from **Publisher**.
6. Purchaser shall not be subject to any terms or conditions, printed or otherwise, appearing on the **Advertiser/Agency** insertion orders until such terms have been approved in writing by **Publisher**.
7. Invoices submitted to **Advertiser** by **Publisher** shall be final, binding and establish the account status unless **Advertiser** makes a valid written objection within 15 days of invoice date.
8. **Publisher's** acceptance of payments by **Advertiser** for billed accounts shall not be construed as a waiver of **Publisher's** right to collect additional sums due, including sums due as a result of "short-rating" the **Advertiser** upon **Advertiser's** non performance of this agreement.
9. If errors occur in advertisements produced by **Publisher**, **Advertiser** must notify **Publisher** in writing within 15 days following initial publication and, absent such notice, **Publisher** assumes no liability therefore. **Publisher's** sole liability for any error shall be limited to actual cost incurred to print the space occupied by erroneous advertisement, which such amount shall be extended as a credit. **Advertiser** shall be allowed to use credit for such actual cost to offset cost incurred for advertisements run in next issue. The parties agree it would be impracticable and extremely difficult to determine actual damages for erroneous advertisements, and the foregoing is an agreement for liquidated damages. The parties agree that this calculation of liquidated damages is reasonable and not unduly burdensome or unconscionable. No credit is allowed on, and **Publisher** assumes no liability for, any errors contained in **Advertiser's** proof or errors of **Publisher** that do not materially affect the value of the advertisement.

10. **Publisher**, and/or any of its affiliates, in its/their sole and absolute discretion, shall be entitled to offset any amounts due and payable to **Advertiser** and/or any of its affiliates, against amounts due and payable to **Publisher** under the terms of this agreement.
11. **Publisher** reserves the right to hold **Advertiser** and its **Agent** jointly, severally and personally liable for such moneys as are due and payable to the **Publisher** under this agreement.
12. Payments under this agreement shall be made in accordance with the payment details contained on the invoice(s) sent by **Publisher**.
13. All correspondence related to the terms of this agreement shall be sent to:
GREENSPUN MEDIA GROUP
P.O. BOX 94018
LAS VEGAS, NV 89193
Phone: 702.990.2500
Fax: 702.990.2424 or 702.990.2560
14. **Publisher** reserves the right to reject any advertising content and material not in keeping with the standards imposed by the **Publisher** from time to time, in its sole discretion.
15. **Advertiser** and **Agency** each expressly represent and warrant that each is authorized to publish the entire contents and subject matter of all requested advertisements (including, without limitation, all text and graphics), and that all such materials are truthful and in compliance with applicable laws and regulations, and each hereby acknowledge that **Publisher** is relying upon such representations and warranties. Advertisements and submission for GMG media usage including all communications and formats.
16. No positioning requests will be granted without the prior written approval of **Publisher**. In the event that **Advertiser** submits a space order specifying pages or requesting insertion of advertising in certain positions with the proviso "or omit," **Publisher** reserves the right to unilaterally reconfigure the content of such space order to a format acceptable to **Publisher**, in its sole and absolute discretion.
17. **Advertiser** and **Agency** recognize that the copyright in any advertisements created by the **Publisher** is owned by the **Publisher**. As to all other advertisements **Advertiser** and **Agency** agree that **Publisher** has the nonexclusive right, for the term of copyright, by itself or through third parties to republish and reuse any advertisements submitted hereunder in any form in which the advertisements may be published or used (in any media now in existence or hereafter developed) in whole or in any part, whether or not combined with material of others.
18. This agreement is the entire agreement of the parties hereto and supersedes all prior and contemporaneous oral and written negotiations.
19. Any modifications to this agreement must be made in writing and signed by **Publisher** and **Advertiser**.
20. All advertising copy or corrections must be sent to **Publisher** according to deadline schedules. It is the responsibility of **Advertiser** to provide new ad copy to **Publisher** by deadline. In case of untimely submission, **Publisher** has the right to insert a previous advertisement. **Publisher** may prepare and insert an advertisement without copy or layout approval by **Advertiser**, if a previous advertisement does not exist.
21. Without limiting any other right or remedy available, **Publisher** reserves the right to cancel this agreement at any time upon default by **Advertiser** or **Agent** in the timely payment of invoices, or for any violation by **Advertiser** or **Agent** of this agreement.
22. **Advertiser** and **Agency** jointly and severally agree to indemnify and hold harmless **Publisher**, **Greenspun Media Group, LLC** and their affiliates, and the members, partners, shareholders, officers, agents and employees of each, from and against any and all loss, liability and expense (including reasonable attorneys' fees and costs) suffered or incurred by reason of the **Advertiser's** breach of this agreement or any claims, proceedings or suits based on or arising out of the content or subject matter of advertisements, including without limitation, claims for defamation, violation of rights or publicity or privacy, and copyright and trademark infringement.
23. If at any time, **Advertiser** through its legal or fictitious name ("D.B.A.") enters into a sale escrow, bulk sale or bulk transfer escrow, it is required as a condition hereof to immediately notify the **Publisher** by certified mail of such escrow. Failure to notify **Publisher** shall not allow termination of said debt through the escrow.
24. This agreement is governed by the laws of the State of Nevada and any legal action related to the terms of this agreement shall adjudicated in the exclusive jurisdiction of the state or federal courts located in Clark County, Nevada.

25. If any one or more of the other terms of this agreement is held invalid or unenforceable, such decision shall not terminate this agreement, which, except for the terms held invalid or unenforceable, shall remain in full force and effect and be construed in accordance with the original intent of the parties.
26. This agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one agreement, including executed signature pages delivered by facsimile.
27. **Advertiser** shall not be entitled to assign its rights and obligations under the terms of this agreement without prior written consent of **Publisher**. All covenants and agreements herein shall be deemed material, and shall bind **Advertiser's** and **Publisher's** successors and permitted assigns and all such covenants shall inure to the benefit of the parties and their nominees, successors and permitted assigns.
28. **Advertiser** and **Agency** specifically represent and warrant that they are each sophisticated and knowledgeable in the areas governed by the terms of this agreement and that they have been given the opportunity to review the terms of this agreement with legal counsel, as desired.
29. In the event that the agreement is not fully performed for any reason (other than the sole default of **Publisher**) the rate for the advertisements that were run shall be recalculated to the "short rate" in effect at the time of non performance, and **Advertiser** shall pay the difference between the contract rate and the "short rate."
30. Any advertising contract on behalf of a political candidate or PAC will not be signed by the **Publisher/Sales Manager** until payment is received. All payments are non-refundable and non-transferable. Payments are to be made by wire, ACH or check. A one week turnaround is required for approval of ad materials. Creative must meet acceptable standards. **Publisher** reserves the right to cancel order based on inappropriate creative content.

EVENTS AND SPONSORSHIPS

1. **Responsibilities. Advertiser** acknowledges that, unless separately agreed with **GMG, Advertiser** will be responsible for securing all permits, licenses, and insurance(s) necessary to hold the event(s); providing proper staffing for all event activities, including but not limited to securing vendors, concessionaires, and security, and ensuring that all vendors are properly licensed and insured.
2. **Laws, Regulations and Ordinances.** Each party hereto shall comply with all applicable laws, ordinances and regulations in performing their respective responsibilities under this agreement. This includes but is not limited to any regulations applying to health and safety, including COVID-19.
3. **Indemnification.** Each party agrees to defend, indemnify and hold the other party harmless from and against all claims, damages, injuries, illness, liabilities and expenses (including reasonable attorney's fees) arising out of its own obligations under or breach of this agreement or the negligent or willful acts or omissions of said party, its employees, agents and contractors/subcontractors the indemnifying party hires in performing its responsibilities under this agreement. The indemnification obligations herein shall survive termination or expiration of this agreement.
4. **Insurance.** Each party agrees to carry and maintain in full force and effect during the term of this agreement: (a) general commercial liability insurance, including liquor liability coverage if serving alcoholic beverages no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate (such coverage will also be required by the caterer hired by **Advertiser**, if applicable); (b) automobile insurance for \$1,000,000 single limit for all owned, non-owned and hired vehicles (c) workers compensation insurance as required by law and (d) all other insurances that may be required by the event venue(s), vendors, and their respective property owners. **Advertiser** agrees to provide **GMG** with a certificate of insurance evidencing the coverages required herein and naming **Greenspun Media Group, LLC**, its parent and subsidiary companies as additional insured with respect to the foregoing insurance policies prior to the event.

GMG AWARDS NAME AND LOGO USAGE

Greenspun Media Group (including its subsidiaries and affiliates, "**GMG**") hereby grants to recipients of any award or recognition by any **GMG** publication (including the *Las Vegas Sun*, *Las Vegas Magazine*, *Las Vegas Weekly* and *Vegas Inc.*, and any special edition publication) the right to use the **GMG** award name and logo conditioned on and subject to the following terms. If you do not agree to these terms, you are prohibited from using any **GMG** award name and logo.

1. **GMG** grants to the recipient a nonexclusive, royalty-free, limited and revocable license to use the applicable **GMG** award name and logo to publicize that the recipient received the applicable award in print advertisements, broadcast advertisements, outdoor advertising, social media or website advertising, provided that the recipient does not (a) alter the **GMG** award name and logo in any way (including changing the font, color or shape or the year of the award); (b) use the **GMG** award name and logo for any award that the recipient did not receive or in connection with goods or services not associated with the recipient; (c) use the **GMG** award name and logo in a misleading or false manner; or (d) represent or imply that **GMG** sponsors, endorses or approves of the recipient's goods or services or that there is any affiliation or relationship between the recipient and **GMG**.
2. The recipient is prohibited from using any **GMG** award name and logo on or in connection with any promotional products of any kind or nature (including, without limitation, trophies, certificates, or products for sale or giveaway) or purchasing such products from any party other than **GMG**.
3. Recipient shall not use the **GMG** award name and logo in an offensive manner or on or in connection with any offensive material of any kind or nature.
4. Recipient agrees to indemnify **GMG** for any loss, claim or damage of any kind or nature arising from recipient's use of the **GMG** award name and logo.
5. **GMG** reserves the right to terminate this license at any time and for any reason in its sole discretion. Upon receipt of written notice of termination, recipient agrees to promptly cease all uses of the **GMG** award name and logo.
6. **GMG** may amend these terms and conditions in its sole and absolute discretion. The terms and conditions apply to each **GMG** award name and logo granted at any time.

GMG HONOREE AWARD UPGRADE PACKAGES

1. **Honoree Award Upgrade Packages** to include honoree's authorization/right to use two (2) photos from **Greenspun Media Group's** honoree's award feature photoshoot. This offer will allow commercial license to honoree to use the two (2) photos as follows: Any media usage (excluding billboards) for worldwide distribution including film rights usage for a period of ten (10) years starting from date images are delivered to client/honoree.