

## **BHA Website Banner Ad Contract**

**Introduction:** This agreement is made between Bowhunters of Alabama, Inc. (BHA), a nonprofit organization, and the below-named Advertiser, who agrees to purchase a "Banner Advertisement" on the <u>www.bowhuntersofalabama.org</u> on the World Wide Web, operated by Bowhunters of Alabama, Inc.

**Duration of Agreement:** Advertiser's Banner Advertisement will appear on the BHA Website commencing on a Start Date and terminating on an End Date to be agreed upon by both the Advertiser and BHA, and to be confirmed via e-mail correspondence between BHA and the Advertising Contact. Advertiser agrees to pay a term rate, to be paid in full prior to the Start Date. This fee is non-refundable, and will not be prorated should the Advertiser decide to discontinue the display of the Banner Advertisement at any time prior to the end of the contract period.

**Banner:** The banner graphic must be in .jpg or .gif format, and sized according to size selected below. Advertiser agrees to provide BHA with a banner via e-mail attachment of the URL of an existing banner on the Web. If Advertiser has no banner prepared, BHA will create one for an additional fee of \$20.

Display, Placement and Links: This Banner Advertisement will be displayed on:

- □ Left Sidebar (appears on EVERY web page except callouts)
- □ Right Sidebar (appears on EVERY web page except callouts and FORUM)
- □ Top of Main Body (appears on ONE page) Page Name: \_
- □ Bottom of Main Body (appears on ONE page) Page Name: \_\_\_\_\_

This agreement is non-exclusive, meaning BHA may have Banner Advertisements from several parties appearing on its site at the same time.

**Services interruptions:** Advertiser agrees not to hold BHA responsible for any liability, loss, cost, claim, damage or causes of action of any kind that it may suffer as a result of the transactions contemplated hereby, including but not limited to loss resulting from service delays and incomplete or interrupted service, regardless of cause or fault.

**Truth in advertising / indemnification for liability**: The Advertiser is solely responsible for any liability arising out of or relating to the Banner Advertisement, and/or any material to which users can link through the Banner Advertisement. The Advertiser represents and warrants that any information found on URLs hyperlinked from the Banner 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, image, or other proprietary or confidential information 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 BHA and to hold BHA, and its officers, directors, employees and agents harmless from any and all liability, loss, cost, damages, claims, or causes of action of any kind, including

reasonable legal fees and expenses that may be incurred by BHA, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

**Governing law**: This Agreement and the resolution of any dispute related to this Agreement shall be governed by the laws of the State of Alabama without giving effect to any principles of conflicts of law. Failure by BHA or its affiliates to insist upon strict enforcement of any provision of this Agreement shall not be construed as a waiver of any provision or right

**Fees and Initial Payment:** All fees are payable in advance of the commencement of display of the Banner Advertisement on the BHA web site. All Advertisement fees are non-refundable.

Check the program you have selected:

Ad Size in Pixels	6 Months (Avg/mth)	12 Months (Avg/mth)
150 x 150	□ \$150 (\$25/mth)	□ \$250 (\$20.83/mth)
120x240	□ \$185 (\$30.83/mth)	□ \$350 (\$29.17/mth)
575 x 90	□ \$270 \$45/mth)	□ \$500 (\$41.67/mth)

 $\Box$  Please create my ad for an additional \$20

Advertiser will be billed a total of \$\_\_\_\_\_\_ for the term of this contract.

Advertiser:	
Contact Name:	
Address:	_City/State/Zip:
Phone:	_Email:
URL or Email Address to be linked to banner:	
Banner Ad Run Dates: Start:	End:
Signature:	Date:
BHA Representative:	Date:

Upon execution of this Agreement, Bowhunters of Alabama, Inc. (BHA) will commence setup for Advertiser's Banner Advertisement. BHA will make the account visible to the Web upon receipt of payment (pending Advertiser readiness and ad approval).