



## Agreement, Waiver, Release Form – Advertising Terms & Conditions

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### A. Publication.

Publication of advertisements by the Pleasant Valley Recreation and Park District (“District”) in District publications or on District properties agreed to between the District and a third party seeking to publish such advertisements (“Advertiser”), is subject to this written Advertising Agreement Terms and Conditions (“Agreement”).

### B. Cancellation.

1. District reserves the right to cancel this Agreement, and any contract subject or integral to this Agreement, for any reason at any time without penalty.
2. Advertiser may cancel this Agreement by written notice, which must be received by the District designated publisher no later than five (5) working days after the materials deadline set by District.
3. If the Advertiser cancels this Agreement pursuant to Section B(2), above, the Advertiser shall owe all outstanding rates and fees up to and including the last day of any publication.
4. Should a cancellation occur, the District shall provide to Advertiser a written acknowledgment of said cancellation and an invoice for the total amount due (if any). All outstanding fees shall be paid by the Advertiser within thirty (30) days from the invoice date. If any outstanding fees are not received by the District within thirty (30) days from the invoice date, a late fee may be applicable.

### C. Advertiser Liability and Indemnification.

1. To the full extent permitted by law, Advertiser agrees to indemnify, defend and hold harmless the District, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with any and all content of advertisements printed or published (including camera-ready advertising prepared by the Advertiser), subject to this Agreement, by, or on behalf of, the District. Such indemnity includes, but is not limited to, the provision of a full defense for the District to any claims or liabilities brought against Indemnified Parties and the payment of costs and/or attorney’s fees in connection therewith.
2. The sole liability and obligation of the District for any failure or refusal to publish any advertisement shall be to refund any amounts paid by the advertiser to the District for such services, subject to Section B (“Cancellation”) above.
3. The liability and obligation of the District for any other breach of the terms, provisions and conditions contained in this Agreement, including without limitation any mistake or error in a published advertisement, or any late or untimely publication of an advertisement, shall not exceed the sum of any amounts paid by the Advertiser to the District for such services. In no event shall District be liable to the Advertiser or to any other person, firm or other entity for any further damages of any kind arising from any breach of such terms and conditions or from any act or omission of the District with respect to any advertisement including, but not limited to, direct, indirect, special or consequential damages.



#### **D. General Conditions.**

1. Pleasant Valley Recreation & Park District reserves the right to review and reject any advertising that it feels to be inappropriate.
2. Pleasant Valley Recreation & Park District does not guarantee any level of readership for an advertisement.
3. Advertising is accepted in accordance with the rates, file formats, space and size, and terms and conditions set forth in the current rate sheet by the District and Advertiser acknowledges receipt of such rate. Insertions cannot be cancelled after payment is made.
4. Payment is due immediately upon receipt of the invoice. Advertising will not run or be displayed unless payment is received in advance. No cash discounts. Pleasant Valley Recreation & Park District reserves the right to hold Advertiser liable for payment due to the District.
5. No contract is valid unless it is signed (a) by the advertiser and/or the advertising agency and approved (a) by the District. Only authorized personnel for the Advertiser may execute this contract.

#### **E. Activity Guide Conditions.**

1. District approved Community Service Groups are eligible to receive one free 1/12-page ad per Activity Guide. Any sizes larger than 1/12-page are accepted in accordance with the full rates and will overturn the complementary ad.
2. Only one (1) ad may be placed in a seasonal activity guide at a time.
3. Ads are due after payment. Advertising will not run in the Activity Guide unless the ad file is received by the deadline set by the District.
4. Pleasant Valley Recreation & Park District does not guarantee placement of an ad within the Activity Guide but makes every attempt to place it in sections that relate to specific services. Ad placement will not be sent to the Advertiser.
5. Pleasant Valley Recreation & Park District can design an ad for the Advertiser at an additional cost. One proof will be sent to the Advertiser for review prior to final approval and placement in the Activity Guide. At this time, the Advertiser can request changes.
6. If a previous ad was purchased and designed by the District and the Advertiser requests to use the same ad for another Activity Guide, and no changes are made to the ad, the design rate will be waived. If the Advertiser requests any change, the additional design fee will apply to the total ad rate.

#### **F. Brochure Wall Conditions.**

1. Brochure space is good for one year (12 months) or based on the sponsorship or partnership MOU agreement. Spaces can be renewed annually.
2. Advertiser does not have the choice of placement on the brochure wall. The District will assign a brochure space number to the Advertiser as spots are filled.



3. It is the Advertisers' responsibility to fill and replenish the assigned brochure space with brochures. The District does not place brochures in the spaces for the Advertiser.

**G. Advertiser Warranty.**

1. Advertiser represents and warrants by submission of advertising to the District hereunder, that all the facts stated in such advertising are and will be true and correct, and that therein there will be no libel and no invasion of privacy with the respect to any person, firm, corporation or other entity.
2. Advertiser agrees to indemnify, defend and hold harmless the District, its officers, employees and agents against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened that may be asserted or claimed by any person, firm or entity arising out of or in connection with any claim of libel or invasion of privacy regarding the advertising which is the subject of this Agreement, and against recovery, fee, or expenses which may arise out of or be caused by any such claim.

**H. Governing Law.**

1. The provisions of this Agreement between the Advertiser and District shall be governed by the laws of the state of California.
2. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the County of Ventura, State of California.

I hereby acknowledge that, on behalf of Advertiser, I have received, reviewed, and understand the District Advertising Agreement Terms & Conditions stated in this Agreement, and Advertiser agrees to comply with the policies set forth therein for any advertising subject to this Agreement, and that I possess the full lawful authority to take such actions. This Agreement shall not become effective unless and until it is accepted and signed on behalf of the District.

**Signature**

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Please sign below if you agree to the rate and terms.

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date