



BANNER ADVERTISING ORDER

WWW.KOCT.ORG

Oceanside Community Service Television, Inc. (KOCT) will provide Advertiser (you or your company based on the information filled out in the Company Name field in the form below) the agreed number of months of banner advertising services (based on the information filled out in the Package/Cost Option field in the form below) on its website, www.koct.org. Advertiser will either provide the banner graphic or request graphic services (information filled out in either Graphic attached or Provide Graphic Service field in the form below). This Banner Advertising Order is subject to the Terms and Conditions listed below.

- Banner Ads appear on the Home page, on the News page, on the two Streaming pages.
- Graphic size is 250 x 250 pixels
- Rotations may vary depending on modem speed.
- Please complete the form below & remit full payment before start date.

CONTACT INFORMATION	
Purchase Date	
Advertiser	
Advertiser Company Name	
Contact Full Name	
Billing Address / PO Box	
Street Address (if different)	
City, State, Zip	
Business Phone	
Alternative Phone	
Email Address	
Link to Website Address	
Link to Email Address	

GRAPHIC		Options	Rate
Length of time:		<input type="checkbox"/> One (1) year	\$500
		<input type="checkbox"/> Six (6) months	\$275
		<input type="checkbox"/> Three (3) months	\$150
Design:		<input type="checkbox"/> Provided by Advertiser	
		<input type="checkbox"/> Non animated Design	N/A
		<input type="checkbox"/> Animated Design (up to 4 images)	N/A
		<input type="checkbox"/> Graphic service requested by advertiser	
		<input type="checkbox"/> Non animated Design	\$75
		<input type="checkbox"/> Animated Design	\$150
		Total Amount: <i>For office use only</i>	\$ _____

Indicate estimated begin date and end date of Banner Ad (KOCT may modify this contract to adjust begin and end dates depending on how long it takes your payment to clear the bank account, if necessary, and send you notice of the amended dates). Please allow five (5) business days from the date your payment clears our bank account for us to add the Banner Ad to the website.

Start Date:	End Date:
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PAYMENT OPTIONS	
<input type="checkbox"/> Cash (Payment at the station only)	
<input type="checkbox"/> Check (Made payable to: KOCT)	
<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard	
Card Number:	
Expiration Date:	
CVI Code:	
Cardholder Name:	
Billing Address :	
Approval number : (for office use only)	

By signing below (by hand or electronic), I agree to the governing guidelines of the KOCT Banner Advertising as stipulated in this Advertising Order, Terms and Conditions, and that I have understood the terms and conditions of this contract. I understand that all fees paid are non-refundable.

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Signature

Date

TERMS AND CONDITIONS

ACCEPTANCE
<p>By submitting your BANNER ADVERTISING ORDER to KOCT, you, the Advertiser or its agency (collectively “Advertiser”) Agree, without limitation or qualification, to be bound by, and to comply with, these Terms and Conditions and any other posted guidelines or rules applicable to any individual KOCT Product or Service. All such guidelines and rules are hereby incorporated by reference into the Terms and Conditions and shall govern the BANNER ADVERTISING ORDER (hereinafter, “ORDER”), superseding all terms therein except for those relating to advertisement scheduling and pricing.</p>

CONDITIONS AND RESTRICTIONS ON USE	
<p>All Banner Advertising Orders are subject to acceptance by KOCT. KOCT reserves the right to refuse or cancel any Advertising Order, without cause, at any time. The Standard Terms and Advertising Order shall be collectively known as the “Order.” Advertiser and its agency (if applicable) shall be jointly and severally responsible under this Agreement.</p>	
<p>1. Terms of Agreement.</p>	<p>The term of this Agreement, commences on the Placement Start Date set forth by the Advertising Order and terminates Placement End Date.</p>
<p>2. Terms of Payment.</p>	<p>The Advertiser must pay to KOCT the amount owed in the Advertising Order within one calendar week of the Placement Start Date. In the event of any failure by Advertiser to make timely payment, The Advertising Order will be suspended until payment is received and the Advertiser will be responsible for all reasonable expenses (including attorneys’ fees) incurred by KOCT in collecting such amounts. All payment amounts in this Agreement are in U.S. dollars and are exclusive of any applicable taxes and shall be made free and clear of, without reduction for, (and Participant shall be responsible for and shall indemnify KOCT against) any applicable U.S. and foreign, state, and local taxes; value-added or sales taxes; duties or levies and assessments, howsoever designated or computed, pertaining to the payments under this Agreement (excluding taxes based upon the net income of KOCT). Participant shall promptly furnish KOCT with tax receipts evidencing the payment of any taxes referred to in the preceding sentence. KOCT and Participant shall cooperate with each other in minimizing any applicable tax and in obtaining any exemption from or reduced rate of tax available under any applicable law or tax treaty.</p>
<p>3. Positioning.</p>	<p>Except as otherwise expressly provided in the Advertising Order, positioning of advertisements within the KOCT.org website or on any page is at the sole discretion of KOCT.</p>
<p>4. Renewal</p>	<p>Except as expressly set forth in the Advertising Order, any renewal of the Advertising Order and acceptance of any additional advertising order shall be at KOCT’s sole discretion. Pricing for any renewal period is subject to frequent change by and is solely at KOCT’s discretion.</p>
<p>5. No Assignment or Resale of Ad Space.</p>	<p>Advertiser may not resell, assign, or transfer any of its rights hereunder. Any attempt by Advertiser to resell, assign or transfer such rights shall result in immediate and automatic termination of this Agreement, without liability to KOCT.</p>

<p>6. Provision of Advertising Materials.</p>	<p>(a) Advertiser will provide all materials for the advertisement in accordance with KOCT’s policies in effect at the time, including without limitation the manner of transmission to KOCT and the lead-time prior to publication of the advertisement. KOCT shall not be required to publish any advertisement that is not received in accordance with such. All changes to advertisement placements must be made in writing to orders@KOCT.org and prior to the lead-time deadline. Advertiser hereby grants to KOCT a nonexclusive, worldwide, fully paid license to use, perform, reproduce, display, transmit, and distribute the advertisement and all contents therein in accordance herewith. (b) If Advertiser uses third parties to serve the advertisement hereunder (“Third Parties”), Advertiser shall be responsible for such Third Parties complying with the terms of this Agreement. No refund will be provided.</p>
<p>7. Statistics.</p>	<p>Unless specified in the Advertising Order, KOCT makes no guarantee with respect to usage statistics or levels of impressions or click-throughs for any advertisement.</p>
<p>8. Right to Reject Advertisement.</p>	<p>All contents of advertisements (including those served by Third Parties) are subject to KOCT’s approval. KOCT reserves the right to reject or cancel any advertisement, Advertising Order, URL link, space reservation or position commitment, at any time, for any reason whatsoever (including belief by KOCT that any placement thereof may degrade the graphic quality of the KOCT.org or may subject KOCT to criminal or civil liability).</p>
<p>9. No Warranty.</p>	<p>KOCT MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.</p>
<p>10. Limitations of Liability</p>	<p>In the event that KOCT fails to publish an advertisement in accordance with the schedule provided in the Advertising order, or in the event that KOCT fails to deliver the full time period of the Advertising Order (if any), or in the event of any other failure, technical or otherwise of such advertisement to appear as provided in the Advertising Order, the sole liability of KOCT and exclusive remedy of Advertiser shall be limited to placement of the advertisement at a later time in a comparable position, until the total advertising time is delivered. In no event shall KOCT be liable for any act of omission, of Third Parties (if any). IN NO EVENT SHALL KOCT BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, LOST PROFITS, INDIRECT OR OTHER DAMAGES, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF KOCT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. KOCT’s AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE AMOUNT RECEIVED BY KOCT FROM ADVERTISER FOR THE ADVERTISING ORDER GIVING RISE TO THE CLAIM. Without limiting the foregoing, KOCT shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any</p>

	<p>other condition effecting production or delivery in any manner beyond the control of KOCT. Advertiser acknowledges that KOCT has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.</p>
<p>11. Advertiser's Representations; Indemnification.</p>	<p>Advertiser represents and warrants to KOCT, and Third Parties (if any), that Advertiser holds all necessary rights to permit the use of the advertisement by KOCT for the purpose of this Agreement; and that the use, reproduction, distribution, transmission or display of advertisement, any data regarding users, and any material to which users can link, or any products or services made available to users, through the advertisement will not (a) violate any criminal laws or any rights of any third parties or (b) contain any material that is unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law. Advertiser agrees to indemnify, defend and hold KOCT and Third Parties (if any) harmless from and against any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses, arising out of or related to (i) breach of any of the foregoing representations and warranties, or (ii) any third-party claim arising from use of or access to the advertisement under this Agreement or any material to which users can link, or any products or services made available to users, through the advertisement under this Agreement.</p>
<p>12. Cancellation.</p>	<p>Except as otherwise provided in the Advertising Order, the Advertising Order is non-cancelable by Advertiser. If Advertiser cancels the Advertising Order, in whole or in part, Advertiser agrees that the fees for the Advertising Order are non-refundable.</p>
<p>13. Construction</p>	<p>No term or condition other than those set forth in the Standard Terms or in the Advertising Order relating to advertisement scheduling and pricing shall be binding on KOCT unless in writing and signed by duly authorized representatives of the parties. In the event of any inconsistency between the Advertising Order and the Standard Terms, the Standard Terms shall control. This agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. The terms and conditions hereof shall prevail exclusively over any written instrument submitted by Advertiser, including Advertiser's Advertising Order, and Advertiser hereby disclaims any terms therein, except for terms therein relating to advertisement scheduling and pricing.</p>
<p>14. Termination; Effect of Termination</p>	<p>In the event of a material breach by Advertiser, KOCT may terminate this Agreement immediately without notice or cure period, without liability to KOCT. In the event of any termination, Advertiser shall remain liable for any amount due under an Advertising Order for advertisement delivered to KOCT and such obligation to pay shall survive any termination of this Agreement. If the parties contemplate any provision to survive any termination or expiration of this Agreement, such provision shall survive such termination or expiration.</p>

15. Miscellaneous.	This Agreement: (i) shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflicts of law; and (ii) This Agreement may be amended only by a writing executed by a duly authorized representative of each party. Advertiser shall make no public announcement regarding the existence or content of the Advertising Order without KOCT's prior written approval, which approval shall not be unreasonably withheld. Any dispute hereunder will be negotiated in good faith between the parties within 45 days commencing upon written notice from one party to the other. Any notices under this Agreement shall be sent to the addresses set forth in the Advertising Order (or in a separate writing) by facsimile or nationally recognized express delivery service and deemed given upon receipt. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. If any provision contained in this Agreement is determined to be invalid, illegal, or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and the remaining provisions of this Agreement will remain in full force and effect.
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I have read and agree to these terms and conditions

Print Name of Advertiser

Signature of Advertiser

___/___/___

Date

Review by Tom Reeser, Executive Director

Signature of Tom Reeser

___/___/___

Date