



US ARMY GARRISON-MIAMI FAMILY AND MWR ADVERTISING CONTRACT

This contract is made and entered into this _____ day of _____, 20____ by and between Family and Morale, Welfare and Recreation, (FMWR,) hereinafter referred to as the "Publisher" and _____, hereinafter referred to as the "Advertiser." In consideration of the mutual promises and covenant hereinafter contained, the parties agree as follows:

1. TYPE OF ADVERTISEMENT.

☐

Web ad

- ☐ Banner (728 x 90)
- ☐ Sidebar (300 x 250)
- ☐ Footer (180 x 150)

☐

Social media ad (Facebook)

\$50 per month

2. AMOUNT OF ADVERTISING.

- **WEB** advertiser agrees to purchase Number of Ads for _____ month(s) for the months of: _____ at a cost of _____.
- **SOCIAL MEDIA (FACEBOOK)** advertiser agrees to purchase: _____ (number of months) for one/two (circle one) ads at \$50 per month per ad, Boosts: _____ . Total: \$ _____

3. RATE. The rate charged for each advertisement placed shall be that rate charged for contracts of this volume of advertising as stated in the Rate Card, in effect on the date of this contract. By execution of the contract, advertiser certifies that it has received a current copy of the Rate Card from Family and MWR US Army Garrison-Miami.

4. RATE CARD. All advertisements are subject to the rates, terms, policies, and conditions contained in Rate Card on the contract date. In case of any conflict between the provisions of this contract and the Rate Card, then the Rate Card shall control.

5. PAYMENT TERMS. For Print ads: Payments will be invoiced on a bi-monthly basis and are due within seven (7) working days. For Web ads: Payments will be invoiced on a monthly basis and are due within seven (7) working days. At any time during the term of this contract, MWR may refuse to insert advertising and may cancel this contract in the event that any bill is not paid when due or in the event of the actual threatened bankruptcy, liquidation, or insolvency of the advertiser or in the event of advertiser's inability to pay its debts as they become due. Advertiser's obligations under this contract shall survive any such termination. Any cancellation made pursuant to this paragraph will be subject to the rate adjustments described in paragraph 6 below.

6. CANCELLATION BY MWR/PUBLISHER. MWR reserves the right to cancel this contract at any time, without notice, and for any reason, including the right to cancel for nonpayment. Publisher also reserves the right to review the volume of advertising placed on a quarterly basis and cancel this contract, at its sole discretion. Failure of MWR/Publisher to review the volume of advertising or cancel the contract for any reason shall not be deemed a waiver of the right to cancel in the future or to impose any applicable rate adjustment.

7. ERRORS AND OMISSIONS: ADVERTISER'S WARRANTIES. In the event of any error or omission in any advertisement, MWR/Publisher shall not be responsible for any amount in excess of the cost of the advertisement in which the error appears. Claims of errors in invoices must be made by advertiser within thirty (30) days of the date of the invoice; otherwise such claims shall be deemed to be waived by advertiser. Advertiser represents and warrants that all statements contained in copy submitted by advertiser are true and advertiser agrees that it will indemnify MWR/Publisher from liability, including reasonable attorney's fees and other cost of defense, arising from any actions or claims for libel, slander, disparagement, trade libel, invasion of privacy, or other causes of action resulting from publication/placement of advertiser's copy/signage.

8. CONTENT OF ADVERTISING. MWR/Publisher reserves the right to edit or cancel any copy deemed objectionable or misleading.

9. ASSIGNMENT PROHIBITED. This contract is personal to advertiser and may not be assigned without prior written consent of MWR/Publisher, to be exercised or not exercised is MWR/Publisher's sole discretion. Advertiser may not assign to, nor utilize the benefit of another person or entity, any of the advertising required to be purchased by advertiser hereunder without MWR/Publisher's prior written consent.

10. MISCELLANEOUS. Advertiser agrees to pay all cost of collection to include reasonable attorney's fee if it becomes necessary to place for collection any bill incurred.

11. FORCE MAJEURE. The MWR/Publisher will not be liable for any delays in delivery and/or non-delivery and/or damage due to acts of nature, action by any governmental entity, fire, flood, earthquake, vandalism or other acts beyond the control of MWR/Publisher.

12. CANCELLATION BY ADVERTISER: Advertiser may cancel the contract by providing MWR/Publisher written intent to cancel within 60 days of cancellation date.

NAME OF ADVERTISER _____ BUSINESS NAME _____

ADDRESS _____ TELEPHONE _____

CITY/STATE/ZIP _____ EMAIL _____

BY: _____ SIGNATURE OF ADVERTISER _____
Helen Colby, Marketing Coordinator

DATE _____ TITLE OF ADVERTISER _____