

IMATA'S ADVERTISING CONTRACT and AGREEMENT

For Year 2010 (March 1st, 2010 – December 31st, 2010)

This **ADVERTISING AGREEMENT** (the "Agreement") is entered into and made between the International Marine Animal Trainers Association ("IMATA"), a non-profit organization ("publisher") and the undersigned advertiser ("advertiser")

Advertisers Company's Name _____

Contact Person _____

Address _____

City / State / Zip _____

Phone Number _____ Fax Number _____

Email _____

Website _____

The above information is for billing and accounts for this contract. For alternative contacts, please see the ending page of this contract.

CONTRACT STATUS

New Advertiser Contract Renewal

TERMS AND AGREEMENTS

WHEREAS, Publisher is a 501(c)(6), nonprofit organization dedicated to the advancement of zoos, parks and aquariums for training, conservation, education, scientific studies and recreation

WHEREAS, Advertiser desires to place one or more advertisements in the Publication (the "Advertisement");

THEREFORE, In consideration of the mutual promises and covenants contained in this agreement, the parties here to agree as follow:

1. Advertisement. Publisher agrees to publish the Advertisement in the Publication and or Internet website advertisement with the following specifications indicated on the Advertisement Contract Order Form.

2. Fees and Payment. In consideration of the publishing of the Advertisement in the Publication and or website, Advertiser agrees to pay Publisher on all orders made. A payment schedule maybe made inconsideration of multiple orders and type of publication ordered.

Billing: Advertiser Agency

Due Date for Payment: Payment due within 30 days of the date on the invoice. If any payment due hereunder is not made in a timely manner, Publisher, at its option, may terminate this Agreement immediately. All payments not paid by the due date shall bear interest from the due date at the rate of one percent (1%) per month, prorated on a daily basis, for the period of delay.

3. Right to Refuse Unacceptable Advertising. Publisher reserves the right to

- (a) reject any Advertisement for any reason at any time even though a reservation has been previously acknowledged (upon such cancellation, Publisher shall return any payment received with respect to such rejected Advertisement), and
- (b) refuse any Advertisement that does not completely conform to every detail, instruction, method and guideline determined by the Publisher in its Technical Specifications (subject to change at any time by the Publisher in its sole discretion).

4. Truth in Advertising and Indemnification for Liability. Advertiser is solely responsible for any legal liability arising out of or relating to

- (a) the Advertisement, and/or
- (b) any material to which users can acquire through the advertisement. Advertiser specifically represents and warrants that the Advertisement complies with Publisher's advertising standards, and that it holds all of the necessary rights to permit the use of the Advertisement by Publisher for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties. Advertiser agrees to indemnify Publisher and to hold Publisher harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by Publisher, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

5. Limitation on Damages. In no event will Publisher be liable to Advertiser for any special, incidental or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not Publisher has been advised of the possibility of such damage.

6. Miscellaneous.

(a) **Independent Contractors.** The relationship between the parties is that of independent contractors and nothing contained in this Agreement shall be construed as creating any other relationship whatsoever between Advertiser and Publisher. In particular, nothing in this Agreement shall be construed to place Advertiser and Publisher in a relationship as partners, joint venturers, employer and employee, or principal and agent, respectively.

(b) **General Representations and Warranties.** Each party hereby represents and warrants to the other party that it is duly organized, validly existing, and has the full and unrestricted power and authority, corporate and otherwise, to execute and deliver this Agreement and to perform all of its obligations under this Agreement.

(c) **Binding Effect.** Subject to any provisions hereof restricting assignment or transfer, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors and permitted assigns.

(d) **Limitation on Benefits of this Agreement.** It is the explicit intention of the parties that no person or entity other than the parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any party, and that the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto (or their respective successors and assigns as permitted hereunder).

(e) **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein, and supersedes all prior oral or written commitments, understandings or agreement with respect to the matters provided for herein and therein.

(f) **Amendments.** All provisions of this Agreement shall remain in effect throughout the Term unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision.

(g) **Arbitration.** The parties pledge to take all reasonable steps to work out, in an amicable fashion, any business differences that may arise. In the event that the dispute cannot be worked out consensually, then the parties shall submit such disputes to arbitration before a single arbitrator in Washington, D.C., subject to the rules of the American Arbitration Association.

(h) **Impossibility of Performance.** Noncompliance with this Agreement for reasons of force majeure, such as acts of God; acts, regulations or laws of any government; war or civil commotion; destruction of production facilities and materials; fire, earthquake or storm; labor disturbances; failure of public utilities or common carrier; or any other causes beyond the reasonable control of the parties, shall not constitute material breach of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the day and year first above written. This Agreement may be executed by counterparts.

INTERNATIONAL MARINE ANIMAL TRAINERS ASSOCIATION (IMATA) NAME OF ADVERTISER: _____

By: _____	By: _____
Name: Dave Roberts/President	Name & Title: _____
Date: _____	Date: _____

IMATA'S ADVERTISEMENT CONTRACT ORDER FORM

Please indicate the following advertising chooses that you want to enter into as a contract agreement with advertising in IMATA's publications and website.

If you would like to do more than one advertisement in a publication, please fill out an additional order form proceeding this agreement. Questions and concerns, please contact Chris at Sponsorship@imata.org

PROCEEDINGS

Is a yearly publication distributed at IMATA's annual conference as the program. Sections with in the publication are limited.

TOTAL NUMBER OF ADVERTISEMENTS: _____

(Adv. 1) **Size of advertisement:** ' Full page ' ½ page ' Footer ' Sidebar

Type of advertisement: ' Color ' Black and white

Desired location: ' Front page ' Page divider: Section: _____

' Back page ' Inside (for sidebars and footers)

DEADLINES: Contract Orders are due no later than **October 1st, 2010** prior to the conference (December 1st, 2010). Artwork is due **15 October 2010**.

TO SUBMIT A CONTRACT AND ARTWORK:

Email or mail contacts to:

Dave Roberts
SeaWorld,
500 SeaWorld Drive,
San Diego, CA 92109

Monies will be sent to (once bill configured):

Patty Schilling
New England Aquarium
Central Warf, Boston, Massachusetts, 02110

Check are to be made payable to:

IMATA

Artwork is to be emailed to:

Lunar Cow

Attn: Becky Masuga (becky@lunarcow.com)

SPECIFICATIONS

File formats & Resolutions: Jpeg, TIFF, PDF, EPS

Color Space: Front and Back page color. \$35 additional charge for color on other pages

Circulation: One publication a year at the IMATA conference

Remittance Policy: Once a year

SOUNDINGS

IMATA's quarterly publication is distributed electronically and hard copy by mail. This publication is distributed to over **1,500** members.

TOTAL NUMBER OF ADVERTISEMENTS: _____

(Add 1) **Size of advertisement:** ' Full page ' Footer ' Sidebar

Type of advertisement: ' Color ' Black and white

Desired location: ' Front page ' Inside (for sidebars and footers)

' Back page

Total Months to be Printed: _____ (Indicate Months)

' Quarter 1 (Feb) ' Quarter 3 (September)

' Quarter 2 (June) ' Quarter 4 (December)

IMATA Advertising Agreement and Contract

DEADLINES: Contract Orders are due no later than one month prior to the first publication of your ad. (see deadlines below) Artwork is due the 15th day prior to the month of publication (Ex. Nov 15th, 2011 for 1st quarter issue). Publication deadlines are:

- Nov 1, 2011 : 1st Quarterly issue of the year 2011
- Feb 1, 2010 : 2nd Quarterly issue for this year, 2010
- May 1, 2010: 3rd Quarterly issue for this year, 2010
- Aug 1, 2010 : 4th Quarterly issue for this year, 2010

TO SUBMIT A CONTRACT AND ARTWORK:

Email or mail contacts to:

Dave Roberts
SeaWorld,
500 SeaWorld Drive,
San Diego, CA 92109

Monies will be sent to (once bill configured):

Patty Schilling
New England Aquarium
Central Warf, Boston, Massachusetts, 02110

Checks are to be made to:

IMATA

Artwork is to be emailed to:

Lunar Cow
Attn: Becky Masuga (becky@lunarcow.com)

SPECIFICATIONS

- File formats & Resolutions: Jpeg, TIFF, PDF, EPS
- Color Space: Magazine is full color, no additional charge
- Circulation: Four times a year delivered directly to members by print and pdf form
- Remittance Policy: Each quarter

☐ WEBSITE

IMATA’s website is viewed on a constant basis by Individuals worldwide. Members and non-members internationally can view IMATA’s site and seek information with ease. Your information if published on the site will be available by just a click.

Website advertisings are a monthly basis. You can block several months in a row if you wish. A discount is applied for 3, 6, and 12 consecutive months. There are many different pages that you may advertise your company on. Each page has a limited amount of stackers and banners that can be displayed. If that page is filled, your second or third choice maybe determined for you. Review confirmed order form for determined page of advertisement.

TYPE OF ADVERTISEMENT: ' Banner ' Stacker

Page for Stacker (place number in order of preference)

- _____ Membership
- _____ Events
- _____ Career
- _____ Conference

Number of Months: ' 1 month ' 3 months ' 6 months ' 12 months

DEADLINES: Contract Orders are due no later than One Month prior to the first publication of your ad. Artwork is due the 15th of the month prior to the month of publication. For a contract to advertise on IMATA’s Website or to reserve space go to: Advertising Contract (Pdf)

TO SUBMIT A CONTRACT AND ARTWORK:

Email or mail contacts to:

Dave Roberts
SeaWorld,
500 SeaWorld Drive,
San Diego, CA 92109

IMATA Advertising Agreement and Contract

Monies will be sent to (once bill configured): **Patty Schilling**
New England Aquarium
Central Warf, Boston, Massachusetts, 02110
Checks are to be made to: **IMATA**
Artwork is to be emailed to: Lunar Cow,
Attn: Becky Masuga (becky@lunarcow.com)

SPECIFICATIONS

File formats & Resolutions: Jpeg, TIFF, PDF, EPS
Circulation: Monthly – 1 year. Constant exposure (24 hours a day)
Remittance Policy: Dependent on when your contract ends

ADDITIONAL CONTACT INFORMATION (OPTIONAL)

PRIMARY CUSTOMER CONTACT

Company: _____
Contact Name: _____
Address: _____

Phone Number: _____ Fax Number _____
E-mail: _____

ADVERTISING AGENCY

Company: _____
Contact Name: _____
Address: _____

Phone Number: _____ Fax Number _____
E-mail: _____

BILLING ADDRESS

Company: _____
Contact Name: _____
Address: _____

Phone Number: _____ Fax Number _____
E-mail: _____

ARTWORK/GRAPHIC DESIGNER

Company: _____
Contact Name: _____
Address: _____

Phone Number: _____ Fax Number _____
E-mail: _____

IN ACCEPTANCE OF, the advertiser is fully aware that this executed advertisement contract is binding with the Advertisement agreement as of the day and year first above written.

NAME OF ADVERTISER: _____ Date: _____
Name & Title: _____