



FDI Alliance International

PO Box 46365
Tampa, Florida 33646
(813) 389-3738

INSERTION ORDER

Advertiser Contact Information

Company Name : City of Morino Valley
Address: 14177 Frederick St, Morino Valley, CA 92553
Contact Name: Jackie Melendez, Project Manager
Email Address: jackieM@moval.org
Order Date: June 9, 2017

Advertisement Information

City of Morino Valley is responsible for delivering the advertisement content. This advertisement will be published in FDI Alliance June Issue.

- Campaign Launch Date: June 19, 2017
- Full Page Advertisement Specifications: 275mm x 215mm
- Total Price: \$1,500.00

Additional Terms and Instructions:

Please supply artwork by no later then 06/16/17.

Payment Information

Please send a check to our Billing address. We ask that you use USPS priority mail service so that we can easily track the parcel. Payment will be made via:

- Check. Please make checks payable to FDI Alliance International, PO Box 46365, Tampa, Florida 33646

Terms and Conditions

Entire Agreement. This document contains the entire agreement between Advertiser and Publisher ("Agreement"). Advertiser may not transfer or assign any of its rights under this Agreement. This Agreement may be modified only by a written document signed by both parties.

Representations and Warranties/Indemnity. Advertiser represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it owns (or has the right to use) all content, including all trademarks and copyrighted material, provided to Publisher or otherwise used by Advertiser pursuant to this Agreement; (c) the Advertising and any other content published or displayed pursuant to this Agreement will not violate or infringe any law, rule, regulation or right of any third party; (d) it will fulfill all representations and commitments made in any Advertising; and, (e) it will act at all times in accordance with all applicable laws, rules and regulations. Advertiser shall indemnify, defend and hold harmless Publisher, its affiliated companies, and each of their officers, directors, shareholders, employees, representatives and contractors, from every claim, liability, expense or injury related to any allegation regarding: the breach of any representation or warranty made, or failure to perform any obligation undertaken, by Advertiser pursuant to this Agreement; Advertiser's person, property or assets; the content of, or representations made in, any Advertising or on Advertiser's Web site; and, any other content, material or information provided, created or used by Advertiser. Publisher will have the right to control the defense of any claim involving Publisher.

Limitation of Liability. IN NO EVENT SHALL PUBLISHER BE LIABLE TO ADVERTISER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PUBLISHER BE LIABLE TO ADVERTISER FOR ANY AMOUNT GREATER THAN THE AMOUNT PAID BY ADVERTISER TO PUBLISHER UNDER THIS AGREEMENT FOR THE MOST RECENT THREE-MONTH PERIOD PRIOR TO ANY ALLEGED CLAIM BY ADVERTISER. PUBLISHER EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING PUBLISHER SERVICES OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, AND ANY WARRANTY REGARDING (A) THE NUMBER OF PERSONS WHO WILL ACCESS THE ADVERTISEMENT; (B) ANY BENEFIT ADVERTISER MIGHT OBTAIN FROM ANY ADVERTISING; AND (C) THE SPEED, ACCESSIBILITY, OPERATION OR FUNCTIONALITY OF ANY ADVERTISING TO BE DISPLAYED.

Termination. Publisher may terminate this Agreement immediately if Advertiser fails to make any payment required herein, or if Advertiser breaches any other portion of this Agreement. Upon termination, all amounts due under this Agreement shall immediately become due and payable.

Force Majeure. Except for payment obligations, neither party shall be deemed in default of this Agreement, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, labor strike, lockout, or boycott, provided that the Party relying upon this section (i) shall have given the other Party prompt written notice thereof and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this section extends for a period in excess of thirty (30) days in the aggregate, either Party may immediately terminate this Agreement.

Governing Law. This Agreement and the validity thereof shall be construed, interpreted and enforced pursuant to and in accordance with the substantive law (excluding choice of law provisions) of the State of Florida. The Parties agree that any action related to this Agreement or its terms may be brought only in a federal or state court sitting in Florida.

Signatures. This Agreement shall be signed on behalf of FDI Alliance International by Courtney Margetson, its Executive Publisher, and on behalf of Michael Stamm by City of Pembroke Pines its Director of Planning and Economic Development.

The foregoing is agreed to by the undersigned as of the date first written above.

FDI Alliance International:

By (Sign) _____
Name Courtney Margetson
Title Executive Publisher

City of Pembroke Pines:

By (Sign) _____
Name Michael Stamm
Title Director of Planning and Economic Development