

Advertiser Terms & Conditions

1. This Agreement is legally enforceable and is not subject to cancellation or termination except by these terms and conditions.
2. The Advertiser agrees, unless otherwise stated and endorsed herein by an agent of Venue Media (the "Company"), to produce a copy at the time of signing this Agreement, otherwise the Company reserves the right to produce the advertisement in the manner and form it considers suitable. If the Advertiser's artwork is supplied by an outside design company, Venue Media will not be responsible for costs incurred for this service. The Advertiser is responsible for this cost.
3. The onus is with the Advertiser to advise the Venue Media should an advertisement proof not be received. If no amendments are received and acknowledged by the Venue Media, the original proof will be deemed correct in all respects.
4. No Advertisers shall enjoy preferential position on the program and no warranty is provided as to the size of the screen to be installed.
5. The Advertiser shall indemnify the Company against all claims in respect of any alleged infringement of copyright, trademark or design or in respect of any passing off or slander or title arising in consequence to the exhibition of the advertisements in pursuance of this Agreement.
6. The Company reserves the right for any reason whatsoever to withhold, withdraw or refuse any advertisement.
7. The Company reserves the right to change the shape, size, title and locale of the advertisement.
8. It is agreed and declared that this Agreement contains all terms and conditions between the parties hereto and the Company has made no warranty (oral or otherwise) except as expressly stated therein, and it is further agreed and declared that no monopoly rights shall be enjoyed by the Advertiser unless endorsed on the Agreement and initiated by the Company's agent.
9. The Agreement relates to an advertisement, which will be broadcasted by the Company. The date upon which the advertisement begins broadcasting will be the first day of the initial Advertising Period as agreed.
10. Where the business of the Advertiser is taken over by new Proprietor (or where his business ceases or the nature of the business changes) the Advertiser shall nevertheless remain fully liable under this Agreement unless the new Proprietor notifies the Company by recorded delivery of his intention to accept as his responsibility the terms already agreed with the Company by the Advertiser. Should, however, the Proprietor default in the performance of the Agreement the Advertiser will remain liable for any loss sustained by the Company.
11. If due to any circumstances the TV System in question ceases to operate, the Company reserves the right to transfer the advertisement to an alternative system in their locality.
12. If the client's deposit is paid by credit card this will be classed as the preferred method of payment for the remaining balance within the agreement and installments will be deducted as per the payment schedule contained within the contract.
13. It is hereby declared and agreed that cancellation of the initial deposit check does not constitute a cancellation of the contract; any request for cancellation must be received by recorded delivery within seven days of the date the contract was signed. The deposit paid at the time of signing will remain payable and will not be refunded.
14. If the Advertiser should fail to make any payment or installment in relation to the initial Advertisement Period, or any other period when due hereunder then the whole of the balance outstanding under this Agreement shall immediately become due and payable, plus costs of collection, including attorney's fees. Interest is calculated monthly and charged on the total amount outstanding. The current rate of interest is 10% per annum. The client hereby consents to the jurisdiction of the courts of the County of Pima, Arizona for the resolution of any disputes hereunder.
15. The Company reserves the right to charge up to \$50.00 for any of the following; unpaid, returned or cancelled checks; unpaid, returned or recalled bankers orders; or letters sent as a result of breach of this Agreement.
16. If payment of an installment hereunder is not made on the due date, the Company has the right to withdraw the advertisement from the Program. The Advertiser shall nevertheless remain fully liable for the total contractual value outstanding under this Agreement.
17. No notice to the Company shall be binding valid or effective unless sent by certified mail to the Company's address.
18. The benefit of this Agreement is capable of transfer or other disposal by the Company (but not the Advertiser) to any third party in whole or in part.
19. If the performance of this Agreement, or any obligation hereunder, is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion or other casualty, labor dispute, inability to procure or obtain delivery of supplies or power, violence, any law, order, regulation, ordinance, demand, or requirement of any governmental agency, or any other act or condition whatsoever beyond the reasonable control of the Company, then the Company shall be excused from carrying out the conditions of the Agreement until a normal situation had returned.
20. This Agreement and any dispute arising from the relationship between the parties to this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
21. The Company reserves the right to change the content of the advertisement.
22. Leaflet holders may be provided to all venues with the aim of allowing additional advertising by the Advertiser. It is at the sole discretion of the venue whether leaflets may be displayed at the venue and does not form part of the agreement.
23. Where sole rights to a category of business, product or service have been agreed to, these apply only to the immediate postcode area of the Advertiser's main place of business. Other advertisers of the same category of business, product or services from outside this area may still be shown by the Company. Any sole rights agreement must be in writing and is only valid for a period of 12 months from the first day of the initial advertising period.
24. Unless agreed otherwise in writing, all installment payments will be taken from the bank account from which the check used for payment of the deposit was drawn.
25. In the event of a fault with the equipment or electricity supply or other unforeseen circumstance resulting in the screen being inoperable, a period of time equal to that lost will be added to the initial advertising period at no extra cost.
26. While best efforts will be made to position the screen in the most prominent area of the venue, no warranty is provided as to the position of the screen and is subject to change without notice and unless endorsed, this agreement is for one screen per venue. No warranty is provided as to the loop length of the presentation.
27. Should photographs or video footage be required for inclusion in the advertisement, these are the responsibility of, and must be provided by the advertiser. The Company reserves the right to refuse the inclusion of any photographs or video footage it deems inappropriate.

Signed.....

Print Name.....

Date.....