



Greenhorn Valley Directory LLC Client Advertisement Contract

1. Document and Terms.

This document sets forth the terms and conditions (Terms) between Greenhorn Valley Directory LLC and Client with respect to the Client's purchase of Advertisement (purchased page space) in the 2023 Greenhorn Valley Small Business and Services Directory. These Terms are an integral part of each Order (A request and commission to purchase page space) as they fully set forth rules, requirements, compensation, and items incorporated in the Greenhorn Valley Resident Small Business & Services Directory 2023 and all other regulations herein. By submitting an Order, you represent and warrant that you agree to enter into and perform the obligations set forth in these Terms and your willingness to be bound by the Terms set forth herein and the purchased Order.

2. Contract.

The Order and these Terms represent the entire contract ("Contract") between the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements, negotiations, contracts, and understandings between the parties, both oral and written. Any amendment to these Terms must be in writing and signed by Greenhorn Valley Directory LLC and the Client. The terms of this Contract apply to the parties hereto and all of their successors or assigns. If there is any conflict between the terms of the Order and these Terms which are not resolved Greenhorn Valley Directory LLC and Client agree to mediation and if applicable arbitration.

3. Order and Payment.

The Order invoice shall include the charges to Client for placement of the Advertisement on the Property (Printed publication of the 2023 Greenhorn Valley Small Business and Services Directory). Greenhorn Valley Directory LLC may terminate any Order if payment has not been made in a timely manner. Greenhorn Valley Directory LLC, at its sole discretion, may require payment in full in advance for any Order. Any failure by Client to make payment when due will result in a termination of any Order based on the sole discretion of the Greenhorn Valley Directory LLC.

4. Placement.

Greenhorn Valley Directory LLC will have sole determination of the placement of all Advertisements within the Property or Page. Placements are not guaranteed. Greenhorn Valley Directory LLC specifically disclaims any obligation to place Client's Advertisement on a specific page or space, unless specifically agreed upon in writing in the Order.

5. Order Errors.

No verbal cancellation or changes to a Contract or Order are permitted. Orders may be cancelled in writing no later 09/10/2022 for a full refund. There will be no refunds for any order as of 09/10/2022. Greenhorn Valley Directory LLC will provide a proof once the purchased page space is set for printing in the 2023 Greenhorn Valley Small Business and Services Directory and will allow ten (10) business days for the Clients review of correct information. If no errors are brought to the attention of Greenhorn Valley Directory LLC within that ten (10) day period, the Order is deemed acceptable to the Client and the Greenhorn Valley Directory LLC will not assume any liabilities for printed material after the ten (10) day review period.

6. Advertisement Standards.

All Advertisements furnished by Client must conform to Greenhorn Valley Directory LLC's standards as well as any advertising and technical guidelines provided by Greenhorn Valley Directory LLC to Advertiser. The Greenhorn Valley Directory will not accept or allow any Advertisements or Orders with any political or social support or information whatsoever. Client represents and warrants that all Advertisements furnished to Greenhorn Valley Directory LLC under this Contract will comply with applicable federal, state and local laws, rules, regulations, guidelines and industry standards, will contain proper sponsorship identification under the Communications Act and FCC rules, will comply with applicable rules and policies of the Federal Trade Commission and any other government agencies having jurisdiction, will be truthful, will not include any Harmful Code or persistent tracking; will not promote any content that is defamatory, false, misleading or offensive; will maintain and adhere to Advertiser's privacy policy, which will abide by applicable laws and shall include appropriate notices, disclosures and opt out means. Client agrees to furnish advertising substantiation material to Greenhorn Valley Directory LLC promptly upon request. All Advertisements must be a minimum of 300 DPI. Greenhorn Valley Directory LLC reserves the right to include publishing bleeds or purchased page space adjustments to keep the integrity and character of the directory. Coupons/Vouchers MAY NOT be placed in the Advertisement/Promotion spaces and Advertisement/Promotions MAY NOT be in the Coupons/Vouchers sections to keep the integrity of the directory. There is no limit to the amount of page space you can purchase. ANY PURCHASED PAGE SPACE IN THE 2023 EDITION WILL LOCK IN YOUR PURCHASED PAGE SPACE RATE FOR THREE (3) CONSECUTIVE YEARS, TO INCLUDE 2023, 2024, AND 2025. Rate guarantees will not be offered again until the 2026 publication.

7. Delivery/Right of Rejection.

Client is responsible for timely furnishing, at Client's sole cost and expense, all Advertisements to Greenhorn Valley Directory LLC no later than 09/10/2022. Greenhorn Valley Directory LLC shall not be

liable for Client's inability to deliver any Advertisement not timely received. Greenhorn Valley Directory LLC has the right to reject any Advertisement in its sole discretion for any reason. Greenhorn Valley Directory LLC will attempt to timely notify Client of such rejection. In the event Greenhorn Valley Directory LLC provides a notice of rejection to Client of any Advertisement, Client is solely responsible for timely providing new creative to Greenhorn Valley Directory LLC.

8. Mediation/Arbitration.

If any dispute arises regarding this Contract, the Order, or any Advertisement and is not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. If the dispute cannot be resolved by Mediation, Greenhorn Valley LLC, and Client hereby agree to settle dispute in Arbitration outside the judiciary court system. Anything to the contrary herein notwithstanding, in the event of any arbitration relating to this Contract, the arbitrator must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees, and expenses.

9. Order.

PLEASE PUT AN X THROUGH THE DESIRED PURCHASED PAGE SPACE ALONG WITH BUSINESS OR SERVICE INFORMATION IN THE SPACE ALLOTTED. THERE IS NO LIMIT TO THE AMOUNT OF PAGE SPACE PURCHASED.

Advertisement/Promotion page space:

1/8-page space (approx. 2.6"x2") is \$325

1/4-page space (approx. 2.6"x4" OR 5.5"x2") is \$500

1/2-page space (approx. 5.5"x4") is \$800

Full-page space (approx. 5.5"x8.5") is \$1200

Premium full-page space (approx. 5.5"x8.5"), there are 6 available, the inside front cover, the inside back cover, and four pages in the center of the book that will be a heavier cardstock, those will be on a first come, first served basis and are \$1800 (please confirm premium pages are still available before purchase)

Coupon/Voucher page space:

Small (approx. 2.6"x1.5") is \$200

Large (approx. 5.5"x1.5" is \$325

10. Attached/Affiliated Documents: Greenhorn Valley Resident Small Business & Services Directory Media Kit Information for 2023

11. Additional Provisions:

12. Client Information (Required):

Client business/service name: _____

Representative for business/service (printed name and position): _____

Phone number: _____

Email Address: _____

By signing below Greenhorn Valley Directory LLC and Client agree to all terms and conditions set forth in the Greenhorn Valley Directory LLC Client Advertisement Contract and the Greenhorn Valley Resident Small Business & Services Directory Media Kit Information for 2023.

Client/Representative Sign/Date: _____

Greenhorn Valley Directory LLC Representative Sign/Date: _____