



2024 Greenhorn Valley Directory LLC Client Contract

General Information. The 2024 Greenhorn Valley Directory will serve the Rye, Colorado City, San Isabel, Beulah, and Hatchet Ranch areas and will be made available, free of charge to all residents and visitors in said area. This publication is quickly becoming the go-to resource for local information on everything from churches, education, utility info, restaurants, recreational activities, clubs, social gatherings, community events, and most importantly small business and service information to help us keep business local.

1. Document and Terms. This document sets forth the terms and conditions (Terms) between Greenhorn Valley Directory LLC and Client in regards to the Client's purchase of Advertisement (purchased page space) in the 2024 Greenhorn Valley 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 2024 Greenhorn Valley Directory and all other regulations herein. By submitting an Order, you represent and warrant that you agree to enter and perform the obligations set forth in these Terms and your willingness to agree to be bound by the Terms set forth herein and of 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 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 2024 Greenhorn Valley 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, in a specific order, or a specific space, unless specifically agreed upon in writing in the Order.

5. Order Disputes. No verbal cancellation or changes to a Contract or Order are permitted. Orders may be cancelled in writing no later 11/03/2023 for a full refund. There will be no refunds for any order after 11/03/2023. Greenhorn Valley Directory LLC will provide a proof once the purchased page space is set for printing in the 2024 Greenhorn Directory and will allow three (3) business days for the Clients review of correct information. The proof will be submitted to Client no later than 11/10/2023. Client will have three (3) business days to review purchased page space. If no errors are brought to the attention of Greenhorn Valley Directory LLC within the three (3) business 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 three (3) business 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. Any QR codes that will be included in Advertisement space can be no larger than 1.25"x1.25". Greenhorn Valley Directory LLC reserves the right to include publishing bleeds or purchased page space adjustments to keep the integrity and character of the 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 11/03/2023. 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/corrected design 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. Payment. Payments can be made directly on our website at www.greenhornvalleydirectory.com or via check payable to Greenhorn Valley Directory LLC and sent to P.O. Box 853 in Rye, CO 81069.

10. Order. PLEASE PUT AN X THROUGHOUT THE DESIRED PURCHASED PAGE SPACE ALONG WITH YOUR BUSINESS OR SERVICE INFORMATION IN THE SPACE ALLOTTED. THERE IS NO LIMIT TO THE AMOUNT OF PAGE SPACE YOU CAN PURCHASE.

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, 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

If you purchased page space last year and would like us to use the same design/layout check this box

11. Additional Provisions:

12. Client Information (All info below required):

Client business/service name: _____

Representative (printed name and position): _____

Phone number: _____

Mailing Address: _____

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 Contract and the Greenhorn Valley Directory for 2024.

Client/Representative Sign/Date: _____

Greenhorn Valley Directory LLC Representative Sign/Date: _____