



National Park Trips

Date: 6/4/2021

5720 Flatiron Parkway, Boulder CO 80301
Phone: 720.437.0508 Fax: 303-374-6811**INSERTION ORDER FORM - 2021/2022**ADVERTISER
ADVERTISER CONTACT
ADVERTISER EMAIL & PHONE
ADVERTISER ADDRESS
BILLING NOTESCity of Grants
Chris Roybal
marketing@grantsnm.gov / 505.287.7927 x2004
PO Box 879, Grants, NM 87020
25% discount to Grand Canyon Journal**PRINT & TABLET**

Issue	Ad Size	Position	Value	Net Cost
Grand Canyon Journal 2021/22	Half Page Ad	Route 66 Itinerary	\$3,995	\$3,195
Grand Canyon Journal 2021/22	Half Page Custom Content	Custom Content Interview with Tori Peglar	\$3,995	
Grand Canyon Journal 2021/22	Replica Ad & Edit	Digital Editions	\$1,000	
SUBTOTAL			\$8,990.00	\$3,195.00

ONLINE & SOCIAL

Website	Flight/Length	Type	Value	Net Cost
MyGrandCanyonPark.com	10/1/21 - 10/1/22	Online Custom Content Integration	\$1,500	
MyGrandCanyonPark.com	10/1/21 - 10/1/22	Road Trip Integration	\$750	
MyGrandCanyonPark.com	10/1/21 - 10/1/22	GCJ Road Trip Itinerary PDF download	\$750	
National Park Newsletter	TBD 2021	3x Newsletter Feature	\$3,000	
National Park Facebook	TBD 2021	1x Boosted/Targeted Facebook Posts	\$500	
MyGrandCanyonPark.com	10/1/21 - 11/15/21	Route 66 Road Trip Contest with Leads	\$7,995	\$3,000
MyGrandCanyonPark.com	10/1/21 - 11/15/21	2x Facebook Posts w/Road Trip Contest		
SUBTOTAL			\$14,495.00	\$3,000.00

LEAD GENERATION

Website	Flight/Length	Type	Value	Net Cost
MyGrandCanyonPark.com	10/1/21 - 10/1/22	Targeted Email Leads	\$2,500	\$1,000
Grand Canyon Trip Planner	7/1/21 - 7/1/22	10,000 Brochure Inserts (.25 each)	\$10,000	\$2,500
SUBTOTAL			\$12,500.00	\$3,500.00

Summary		BILLING TERMS	TOTAL VALUE	TOTAL NET COST
		Net 30 from start date	\$35,985	\$9,695

GENERAL TERMS

- 1.1 The Company name is Pocket Outdoor Media, Inc ("us", "we" or "our"). The contract executed is between your Company and this legal entity.
- 1.2 This Agreement shall not be assigned by our client or any agency our client may have without our express written consent.
- 1.3 It is agreed that this Terms and Conditions document as written, including our rates, as now in effect or as subsequently amended, constitutes the sole and entire agreement between the parties. No representative of ours is authorized to make any oral modification to this Agreement or our rates. In case of conflict between this Agreement and our rates, this Agreement (together with Addendum Agreements, if any) shall control. This Agreement may be amended only by specific terms expressed in writing by an Addendum Agreement signed by our client and/or its agency and our President, CFO or a Vice President/General Manager. This Agreement and Addendum Agreements, if any, may not be supplemented, expanded, modified, revised or added to by our client or our client's agency. It is expressly agreed this Agreement (together with any Addendum Agreements signed by all parties, if any) shall govern the terms, rates, conditions and liabilities of and for all goods or services hereunder.
- 1.4 This Agreement is binding upon (a) the execution of the electronic signature by the client and (b) the presentation of the contract to the client from us.

RATES & TERMS OF PAYMENT

- 2.1 All contracts signed by our clients or agencies of our client are NON-CANCELLABLE. The client expressly understands that once a contract has been signed, the client is fully liable for payment associated with the contract. If the client fails to attend our sponsored event, seminar or trade show, deliver materials necessary by the specified due date on the contract; or fulfill its obligations in any way, our client is not entitled to nor will they receive a credit towards the non-cancellable contract that has been executed.
- 2.2 We are absolutely not responsible to ensure that the individual executing the contract by providing his or her signature on it has our client's, or any associated agency of our client, authority to bind our client to the contract, liability for payment, and the terms and conditions in this Agreement.
- 2.3 The Agreement is made and accepted pursuant to the rates as evidenced in the details of the contract our client signs. We may revise the rates for advertising, services or event sponsorships from time to time. The rates are documented in each and every contract presented to a client, which is subsequently signed by our client.
- 2.4 This Agreement does not constitute an extension of credit to our client or agency. We may, at our option, require clients or agencies to pay in advance for all or part of the items listed on an executed signed contract. We may, at our option, extend our client or agency credit upon the completion of an application for credit and/or a personal guaranty(ies) by our client or agency or its representatives. In the event we extend credit, we shall submit invoices and/or statements for goods and services purchased hereunder to our client, or, if applicable, agency, and payment shall be made to us in the full amount for each invoice provided thereof. Invoices are due and payable in full pursuant to the terms listed on our client's invoice.
- 2.5 Payment methods allowed by us for client or agency invoices are shown on each invoice. If payment of any invoice has not been made to us pursuant to the terms on the invoice, we at our option may, without waiving any other rights hereunder, do any or all of the following: (a) require our client and/or agency to arrange for special credit terms, including a promissory note and a guaranty, corporate or personal; (b) refuse to accept any further contracts from our client and/or agency until all past-due payments are made; and/or (c) terminate this Agreement.
- 2.6 Any statement of open Accounts Receivable invoices submitted to our client or, if applicable, agency, by us shall be conclusive as to the correctness of the items therein set forth and shall constitute an account stated unless objection is made to such statement in writing and delivered to us on or before the due date of said invoice(s). Payment methods allowed by us for client or agency invoices are shown on each invoice. If payment of any invoice has not been made to us pursuant to the terms on the invoice, we at our option may, without waiving any other rights hereunder, do any or all of the following: (a) require our client and/or agency to arrange for special credit terms, including a promissory note and a guaranty, corporate or personal; (b) refuse to accept any further contracts from our client and/or agency until all past-due payments are made; and/or (c) terminate this Agreement.
- 2.7 In the event that we in our sole discretion deem it necessary or advisable to file suit to collect amounts due and owing hereunder, we shall be entitled to recover our reasonable costs of collection, including reasonable attorneys' fees, collection agency fees, investigators' costs and other court costs, plus interest on all unpaid sums calculated at the rate of two percent (2%) per month (twenty-four percent (24%) per annum APR).
- 2.8 Usage of our name or logo, including but not restricted to any promotional items or marketing materials, is strictly prohibited without prior written consent from us.
- 2.9 If the executed sales contract includes sponsorship or exhibitor booth space, we require that our client or agency provide a current certificate of insurance. Each of our individual events has specific requirements as to types of coverage and insurance liability limits.

3.1 Any of our marketing services or film/TV/video production sales contracts will also include an addendum of agreements responsibilities for both our client or agency and for us. These Agreements are an integral part of the terms and conditions for that executed sales contract.

TERMINATION

4.1 We may terminate this Agreement immediately at any time and for any reason, with or without cause. Upon termination of this Agreement by us, in the event the goods or services listed on the executed client contract have not yet been delivered by us to our client or agency, we shall provide the client a credit for any applicable line items from the contract. If the goods or services have already been delivered by us to our client or agency, our client or agency will be fully liable for payment on those items immediately. Any of our marketing services or film/TV/video production sales contracts will also include an addendum of agreements responsibilities for both our client or agency and for us. These Agreements are an integral part of the terms and conditions for that executed sales contract.

4.2 The contracts executed by our client or agency are non-cancellable and may not be terminated by our client or agency.

FORCE MAJEURE

5.1 Excluding payment obligations, neither party will be liable for delay or default in the performance of its obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including but not limited to fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God or labor disputes. In the event that we suffer such a delay or default, we shall make reasonable efforts within a reasonable period to recommend a substitute transmission for the ad or time period for the transmission. If no such substitute time period make good is reasonably acceptable to the client, we shall allow client a prorated reduction in the space, time and/or program charges here under in the amount of money assigned to the space, time and/or program charges at the time of purchase. In addition, client shall have the benefit of the same discounts that would have been earned had there been no default or delay.

SPECIFIC TERMS

6.1 For digital advertising, materials are due two (2) weeks prior to the campaign launch. We are not required to give our clients or agencies a reminder that materials are due. If advertising materials are received within 2 business days of the insertion order start date and are damaged, not to our specifications or otherwise unacceptable, resulting in a late start, impressions under delivery, and/or cannot be rebooked due to limited availability, we will charge client for the full cost and are not obligated to make good on the client or agency's error. If digital campaign assets are received after the requested due date, the campaign start and end dates are subject to be postponed by the same number of days. We reserve the right to optimize the campaign to distribute impressions toward higher performing placements without requiring a new signed contract; we will make all reasonable attempts to accommodate our client's needs and communicate any changes in delivery. Controlling measurement will be based on our ad server, DFP, unless otherwise advised by our client, in which case our client must alert us prior to campaign start. We are not required to reschedule social posts, newsletters or emails due to late creative. We are not accountable for impressions/days of advertising missed due to late creative.

6.2 All print and digital advertising is subject to our approval. The Insertion Order is for the term(s) stated on the executed contract and is non- cancellable or changeable. Our client is solely responsible for any legal liability arising out of or relating to (a) the advertising and on-line programs and/or (b) any material to which users can link through the advertising.

6.3 Our client will not hold us and our entities liable for under delivery due to acts of God or unforeseen events. In no event shall we be liable for any indirect, consequential, incidental or special damages, nor shall our liability for any act, error or omission, whether or not due to our negligence, exceed the cost of the executed contract.

REPRESENTATION & WARRANTIES

7.1 Each party represents and warrants to the other that (a) it has the right to enter this Agreement and perform its obligations hereunder; (b) all materials manufactured, supplied or created by or on behalf of a party hereto will not infringe upon any statutory or common law copyright or trademark and shall not constitute a defamation or invasion of the rights of privacy or publicity or infringement of any other right of any third party; and (c) the conduct of any party hereto in performing under this Agreement will comply with all applicable federal, state, local laws, regulations and rules.

INDEMNIFICATION

8.1 Both parties to this Agreement shall indemnify and hold harmless client, parent companies, affiliates, subsidiaries and their officers, directors, employees, successor and assigns from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorney fees, arising out of a breach or allegation which, if true, would constitute a breach of any obligation, representation or warranty set forth herein.

8.2 Our client or agency shall indemnify, and hold harmless us, our affiliates and our officers, directors, employees, successors and assigns from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorney fees, arising out of (a) a breach or allegation which, if true, would constitute a breach of any obligations, representation or warranty set forth herein; (b) the use of any equipment provided or supplied by client or its agency; and (c) client's negligent acts or omissions in the performance of its obligations hereunder.

8.3 With respect to any claim that may form the basis of an indemnity under subparagraphs (a) and (b) above, the party seeking indemnification shall give prompt notice of such claim to the other party, as well as the opportunity to defend, compromise and settle such claim with counsel selected by such other party, and shall fully cooperate in the course thereof.

CONTACT INFORMATION

David Krause, Sales & Co-Brand Director / National Park Trips / 5720 Flatiron Parkway, Boulder CO 80301

Phone: 720.437.0508 Fax: 303-374-6811. Email: dkrause@nationalparktrips.com

ADVERTISER APPROVAL

NAME

SIGNATURE

DATE

How would you like to pay? Please check the box: ☐ Check ☐ Credit Card

NPTM SIGNATURE

DATE