



**LONG ISLAND
BOARD OF REALTORS®**

2020 ADVERTISING RATES

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The Long Island Board of REALTORS®, Inc. (LIBOR) is pleased to offer an array of advertising options that will help connect your business in a unique way to our 28,000 members. REALTORS® and our Affiliate Members are a great source of referrals and new business. Maximize your exposure and grow your brand by taking advantage of these opportunities.

Affiliate Members of LIBOR demonstrate their commitment to our organization throughout the year and LIBOR appreciates the support. Affiliate members are entitled to special pricing on advertising and exclusive marketing opportunities. It pays to belong!

Ad Position / Placement	Advertisement Size / Notes	Affiliate Member Price	*Non-Affiliate Member Price
LIBOR Member Dedicated Email	Email sent to all LIBOR Members	\$250 per email blast	\$425 per email blast
LIRealtor.com - The official website of LIBOR - home page digital box ad	300px by 250px	\$350 per month	\$500 per month
LIBOR Association Communication Emails	Various ad sizes available - call for details	\$250 per month	\$450 per month

Contact: Donna Lee Wimmers, Sales Associate, at 631-661-4800 Ext. 348 or email pr@lirealtor.com for information.



2020 Advertising Contract

Company Information *(required)*

Company Name: _____

Responsible Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Company URL: _____

Phone Number: _____

Preferred Contact: Mail Email Phone

Estimated Start Date: _____

Payment Terms: _____

Total: _____

Method of Payment *(required)*

Autocharge: I authorize LIBOR to charge my credit card each month for the time period specified above. Any change or update to my credit card will be sent in writing to LIBOR Digital Advertising, Attention Donna Lee.

Credit Card: Please call Donna Lee Wimmers at 631-661-4800 x348 to provide payment

Check Enclosed: All advertising must be paid in advance

Signed: _____ Date: _____



2020 Advertising Contract

GENERAL TERMS AND CONDITIONS OF LIBOR ADVERTISING CONTRACT

This Addendum is hereby made part of the attached LIBOR Advertising Contract (the "Advertising Contract") by and between Publisher (Long Island Board of REALTORS®, Inc. (LIBOR)**) and the advertiser named therein and party thereto ("Advertising Party") and its advertising agency, if any ("Advertising Agency," and together with Advertising Party, "Advertiser"). Each such party acknowledges that the following additional terms and conditions are incorporated in and made a part of the Advertising Contract. This Agreement applies to advertising orders placed by Advertiser with Publisher.

**Publisher refers to the specific entity or entities from whom Advertiser placed an advertising order. To wit, if Advertiser placed an advertising order solely with LIBOR, LIBOR shall be the sole Publisher;

1. ADVERTISING ACCEPTANCE

(a) Submission of an advertisement does not constitute a commitment by Publisher to publish such advertisement. Publisher accepts advertising only by publishing such advertisement. Publisher has the right, in its sole and absolute discretion, to reject any advertisement or any portion thereof. Publisher's publication of an advertisement shall not affect its right to reject any advertisement thereafter.

(b) Advertiser may change advertisement for each insertion subject to the approval of Publisher, which shall not be unreasonably withheld or delayed. If new advertisement is not furnished to Publisher by the designated publication deadline, Publisher shall repeat the advertisement of Advertiser which last appeared. Subject to Publisher's provision of reasonable prior written notice to Advertiser (but in no case less than ten [10] days), Publisher may impose additional charges relative to publication of new advertisement.

(c) This Agreement shall prevail, govern and control should Advertiser's form contract/order include any term or provision which is inconsistent with the terms included herein. Should an insertion order include a disclaimer, such insertion order is not acceptable and not legally binding upon Publisher.

2. LICENSE

(a) Advertiser hereby grants to Publisher a non-exclusive, revocable and worldwide license to print, copy, distribute and publicly display any advertisement submitted to Publisher by Advertiser, as well as any computer code imbedded therein.

(b) Publisher shall have the right to use any advertising published on Publisher's website or in Publisher's publications for the purpose of promoting any of the products and services of Publisher.



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3. LAWFUL ADVERTISING; INDEMNIFICATION

Advertising Party and Advertising Agency, if applicable, jointly and severally represent and warrant that (a) any and all material submitted to Publisher (i) is accurate and original, (ii) does not violate any law or contract or infringe the copyrights, trademarks, trade names, patents or other intellectual property rights of any person, (iii) does not constitute unfair competition, and (iv) contains no matter which is libelous, an invasion of privacy or publicity, an unlawful appropriation of any name or likeness or is otherwise injurious to the rights of any person; and (b) each of Advertising Party and Advertising Agency, if applicable, has obtained all necessary consents for publication prior to submission to Publisher. Defend Against Claims. Advertising Party and Advertising Agency, if applicable, jointly and severally agree to indemnify, defend and hold harmless Publisher (LIBOR, as the case may be) and its Members, affiliates, directors, officers, employees and representatives ("Indemnified Party"), from and against all claims, suits, actions, liabilities, losses, expenses, or damages which may hereafter arise (including reasonable attorneys' fees) to the extent arising out of or relating to:

- Any third party claim that the Indemnified Party breached or violated any right of privacy, right of publicity or confidentiality of such third party;
- Any claim of fraud or false advertising in connection with the Indemnified Party;
- Any third party claim that any patent, trademark, content or materials provided or licensed by Advertising Party and/or Advertising Agency to Publisher (LIBOR, as the case may be) infringes or violates the patent, copyright, trademark or trade secret rights of a third party; or
- A breach of Advertising Party and/or Advertising Agency's representations or warranties hereunder.

4. POSITION REQUESTS

Publisher shall not be deemed in breach of this Agreement if it does not honor a specific position agreement due to conflicting editorial needs, in Publisher's sole discretion. In the event Advertiser has paid a premium for a particular position, Publisher's liability for failure to publish advertisement in a particular position shall be limited to the refund of such premium to Advertiser.

5. LIABILITY FOR ERRORS, OMISSIONS OR FAILURE TO PUBLISH OR DISTRIBUTE

(a) Publisher's liability for material errors or omissions in advertisements shall be limited to the cost of advertising space in an amount equal to the erroneous advertisement; Publisher shall not have any liability for errors/omissions which do not materially affect the value of the advertisement. Publisher's liability for failure to publish any advertisement shall be limited to a refund of any amount paid to Publisher for such advertisement. Notwithstanding the foregoing, Publisher shall have no liability for errors/omissions where Advertiser is responsible for same. Credits for advertisements with material errors/omissions are allowed for the first publication or distribution only.

(b) In no event shall Publisher be liable for errors involving orders, cancellations or corrections communicated orally. Publisher shall not be liable for orders, cancellations or corrections submitted after Publisher's designated cancellation deadline.



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If an order is not cancelled prior to the Publisher's designated cancellation deadline, advertisement may be published and Advertiser invoiced for same. Publisher reserves the right to impose a cancellation charge should a cancellation result in a production delay. In no event will such cancellation charge exceed fifty percent (50%) of the original invoice amount.

(c) In no event shall Publisher be liable for any damages caused by downtime of any webpage(s), or for any delays or changes in publication times of the push e-mails if caused entirely by an occurrence beyond Publisher's reasonable control (i.e., a force majeure event as per Section 9 (h) below.)

(d) Notwithstanding anything to the contrary herein, in no event shall Publisher be liable for any further damages with respect to an advertisement submitted to Publisher for publication/distribution, including direct, indirect, consequential or punitive damages.

(e) In all cases, Publisher's liability with respect to an advertisement submitted to Publisher for publication/distribution or otherwise pursuant to this Agreement shall not exceed the lesser of the amount of Publisher's invoice to Advertiser for the publication of the advertisement in question or five thousand dollars (\$5000).

6. RATE CHANGES

Publisher shall have the right to revise the advertising rates set forth in this Agreement after provision of written notice to Advertiser of at least ten (10) days prior to imposition of such revised rates.

7. ADDITIONAL LIABILITY OF ADVERTISER DUE TO NON-PAYMENT

Advertiser shall be liable for all costs incurred by Publisher, including but not limited to reasonable attorneys' fees and expenses, in collecting past due accounts and in defending any and all claims in conjunction therewith. Relative to the foregoing, the Advertiser understands and agrees that (a) the additional liability is a form of liquidated damages in lieu of Advertiser's performance of its payment obligation for advertising order(s) pursuant to this Agreement and not a penalty; and (b) the Publisher's collection of costs from Advertiser for additional liability pursuant to this section shall not constitute a waiver of any right or remedy available to Publisher.

8. TERMINATION

(a) Publisher reserves the right to terminate the Agreement at any time, upon providing written notice to Advertiser for any reason, including but not limited to non-payment.

(b) Advertiser may terminate this Agreement at any time, by providing written notice to Publisher.

(c) Except for termination due to non-payment, in the event the Agreement is terminated or for any other reason.



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Advertiser fails to purchase during the term of the Advertising Contract the advertising generating the revenue, volume or other commitment due to Publisher, Advertiser immediately shall pay to Publisher the lesser of the following:

- (i) the original commitment made to Publisher under the Advertising Contract or
- (ii) an amount for all advertising published during the term including advertising previously billed ("Amount Due"), adjusted for space, inserts and color actually used. The unpaid balance of such adjusted Amount Due shall be based upon the "Actual Rate Earned" for advertising during the term. The "Actual Rate Earned" is defined as the rate which would have been payable by Advertiser if the amount of advertising actually purchased during the term had been contracted for in the first instance, and such Actual Rate Earned shall be ascertained by reference to the applicable Publisher rate card in effect on the date that the advertising was published.

9. GENERAL

- (a) Advertiser agrees that no representations of any kind have been made to Advertiser by Publisher or by any of its agents and that no understanding has been made or agreement entered into other than as set forth herein. This Agreement supersedes any oral statements made by Publisher or by any of its agents relative to any advertisement of Advertiser.
- (b) Waiver of any term of this Agreement or failure of Publisher to terminate this Agreement on account of any breach by Advertiser shall not be deemed a waiver of Publisher's rights. No waiver by either party shall be construed as a continuing waiver. No course of dealing of any person nor any delay or omission in exercising any right or remedy shall constitute an amendment of this Agreement or a waiver of any right or remedy of any party hereto.
- (c) Except for Rate Changes, this Agreement may only be modified in a writing signed by authorized representatives of Advertiser and Publisher.
- (d) Each party's relationship to the other is that of an independent contractor. The parties are not partners or joint ventures with one another and do not intend to form a partnership or joint venture relationship.
- (e) The laws of the State of New York shall govern the interpretation and enforcement of this Agreement and the rights of the parties hereunder. The preceding expressly excludes choice of law/conflict of law principles of the State of New York (or of any other jurisdiction) which would result in the application of the laws of any jurisdiction other than the State of New York. Any action regarding this Agreement shall be brought exclusively in State Court situated in Suffolk County, New York or the U.S. District Court for the Eastern District of New York (in Suffolk County, New York) and the parties agree to the personal jurisdiction of such courts and waive any right of change of venue, forum non conveniens or the like.
- (f) If any part of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the balance of this Agreement. In such circumstance, the provision declared invalid/unenforceable shall be re-drafted as closely to the original provision as allowed by law, so as to give effect to the intent of the parties.



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(g) Advertiser represents and warrants that it has full right, power and authority to enter into this Agreement and perform its obligations hereunder and that doing so will not violate the rights of any third party or any law, statute or regulation.

(h) Force Maieure. Publisher shall not be liable for failure to publish or distribute any advertisement because of strikes, labor disputes, government action, war, fire, breakdown of equipment, communication line failures, power failures, terrorist act, or any other cause beyond its reasonable control.

WHEREFORE, the Parties hereto have entered into this Agreement, which shall not become effective until signed by an authorized signatory of LIBOR (as the case may be).

Advertiser

Company: _____

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Signature: _____

Date: _____



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Publisher (LIBOR, as applicable)

Name: _____

Title: _____

Signature: _____

Date: _____