

2012 AZA Directors' Policy Conference Program Booklet Advertising Agreement

This Advertising Agreement is entered into by the Association of Zoos and Aquariums ("Publisher") and:

Advertiser - Company Name _____

Contact Person _____

Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Email _____

TERMS AND CONDITIONS:

WHEREAS, Publisher is a 501(c)(3) tax-exempt, nonprofit organization dedicated to the advancement of zoological parks and aquariums for conservation education, scientific studies and recreation;

WHEREAS, Publisher produces AZA Directors' Policy Conference Program (the "Publication"); and

WHEREAS, Advertiser is a paid member in good standing with AZA and desires to place an advertisement in the Publication (the "Advertisement");

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Type of advertisement

Full Page (black & white) - \$1,000

5" x 8", no bleed

Ad Specifications:

- Programs: QuarkXPress, Adobe Illustrator or Photoshop (up to version 9.0)
- If possible, please convert Mac files to PC-compatible PDF or EPS files.
- All graphics should be EPS, TIFF or PDF files (hi-res JPEG acceptable if file is being e-mailed). Word, PowerPoint, and MS Publisher files are not acceptable. Photos must be scanned or shot on a digital camera at a minimum of 300 dpi. Line art must be at least 600 dpi.
- Submit all fonts (both screen and printer) that were used to create your ad in Quark; Illustrator files should have fonts outlined and images embedded.

2. Deadlines:

Space reservation / contract due December 9, 2011

Camera ready artwork due December 16, 2011.

Payment due in full by January 6, 2012.

3. Right to Refuse Unacceptable Advertising. As a precondition for the right to advertise, Advertiser must be a paid member in good standing. Publisher reserves the right to **(a)** reject any Advertisement for any reason at any time even though a reservation has been previously acknowledged (provided that, upon such cancellation, Publisher shall return any payment received with respect to such rejected Advertisement), and **(b)** refuse any Advertisement that does not completely conform to every detail, instruction, method and guideline determined by the Publisher in its Technical Specifications (subject to change at any time by the Publisher in its sole discretion).

4. Truth in Advertising and Indemnification for Liability. Advertiser is solely responsible for any legal liability arising out of or relating to **(1)** the Advertisement, and/or **(2)** any material to which users can acquire through the advertisement. Advertiser specifically represents and warrants that the Advertisement complies with Publisher's advertising standards, and that it holds all of the necessary rights to permit the use of the Advertisement by Publisher for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify Publisher and to hold Publisher harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by Publisher, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

5. Limitation on Damages. In no event will Publisher be liable to Advertiser for any special, incidental or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not Publisher has been advised of the possibility of such damage.

6. Miscellaneous

(a) Independent Contractors. The relationship between the parties is that of independent contractors and nothing contained in this Agreement shall be construed as creating any other relationship whatsoever between Advertiser and Publisher. In particular, nothing in this Agreement shall be construed to place Advertiser and Publisher in a relationship as partners, joint venturers, employer and employee, or principal and agent, respectively.

(b) General Representations and Warranties. Each party hereby represents and warrants to the other party that it is duly organized, validly existing, and has the full and unrestricted power and authority, corporate and otherwise, to execute and deliver this Agreement and to perform all of its obligations under this Agreement.

(c) Survival. It is the express intention and agreement of the parties that all covenants, agreements, statements, representations and warranties made in this Agreement shall survive the execution and delivery of this Agreement, and those set forth in Section 4, Section 5, Section 6(g), Section 6(l) and this Section 6(c) shall survive the termination of this Agreement for any reason whatsoever.

(d) Assignments and Subcontracts. This Agreement, and the parties' responsibilities under it, may not be assigned or subcontracted by either party without the prior written consent of the other party.

(e) Exercise of Rights. No failure or delay on the part of a party in exercising any right, power or privilege hereunder and no course of dealing between the parties shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any other rights or remedies which a party would otherwise have at law or in equity or otherwise.

(f) Binding Effect. Subject to any provisions hereof restricting assignment or transfer, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors and permitted assigns.

(g) Limitation on Benefits of this Agreement. It is the explicit intention of the parties that no person or entity other than the parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any party, and that the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto (or their respective successors and assigns as permitted hereunder).

(h) Headings. Headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

(i) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein, and supersedes all prior oral or written commitments, understandings or agreement with respect to the matters provided for herein and therein.

(j) Amendments. All provisions of this Agreement shall remain in effect throughout the Term unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision.

(k) Applicable Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Maryland (but not including the choice of law rules thereof).

(l) Arbitration. The parties pledge to take all reasonable steps to work out, in an amicable fashion, any business differences that may arise. In the event that the dispute cannot be worked out consensually, then the parties shall submit such disputes to arbitration before a single arbitrator in Washington, D.C., subject to the rules of the American Arbitration Association.

(m) Impossibility of Performance. Noncompliance with this Agreement for reasons of force majeure, such as acts of God; acts, regulations or laws of any government; war or civil commotion; destruction of production facilities and materials; fire, earthquake or storm; labor disturbances; failure of public utilities or common carrier; or any other causes beyond the reasonable control of the parties, shall not constitute material breach of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement, or has caused this Agreement to be duly executed on its behalf, as of the day and year first above written. This Agreement may be executed by counterparts.

Association of Zoos and Aquariums

Company _____

Muri Dueppen
Marketing Manager

Sign _____
Name _____

Date: _____

Title _____
Date _____