



ADVERTISING TERMS & CONDITIONS

1. The term "Publisher" (as used in this Agreement) shall refer to Louisville Tourism
2. The term "Client" (as used in this Agreement) shall refer to the representative/ individual/ corporate entity authorizing and executing the Agreement.
3. All contents of advertisements are subject to Louisville Tourism's approval. The Publisher reserves the right in its sole discretion to reject or cancel any advertisement, insertion order, space reservation, or position commitment at any time. Positioning of advertisements is at the sole discretion of Louisville Tourism.
4. Client shall return proofs and the Ad Revision Form within the time period as required on the Ad Revision Form; proofs will be sent, if checked, as required on the Ad Revision Form.
5. The Publisher has the option but not the duty to cancel this Agreement upon written request from Client or upon Client's breach of any term or condition of this Agreement, including Client's failure to pay all amounts when due hereunder. In such case, a cancellation fee totaling 15% of the total Agreement value will apply. All parties agree that such fee is not a penalty but rather liquidated damages.
6. The Publisher warrants that its duties under this Agreement will be performed by qualified personnel in a professional manner. The parties agree that Client's sole and exclusive remedy for any breach of this Advertising Agreement by Louisville Tourism shall be for damages not exceeding the amount paid to Louisville Tourism by Client as otherwise set forth herein. The Client shall not be entitled to incidental or consequential damages or for lost profits.
7. Publisher shall have the right to hold Client and/or its advertising agency jointly and severally liable for such monies as are due and payable to Publisher for advertising which Client or its agency ordered, and which advertising was printed or published, including publishing on the Internet and on social media websites if applicable. All payments are to be made in U.S. dollars and are generally due within thirty (30) days of invoice date (unless Client is a new advertiser or has had previous payment delinquencies in which case prepayment may be required) and a service charge or 1.5% (18% per year) or the maximum rate allowed by law will be applied to all past due balances.
8. Should Client transfer ownership of its business during the term of this Agreement, the original Customer shall remain liable for all terms, conditions and obligations (including payment of the sums due and to become due here under) required to be performed by Client.
9. This agreement shall be construed according to the laws of the State of Kentucky and the exclusive venue and all actions concerning the terms of this Agreement or the relationship between the parties shall be in a Court of competent jurisdiction in Louisville, Kentucky. In the event of default by Client, the Client shall pay all costs, including reasonable attorney's fees and/or collection fees incurred by Publisher.
10. Publisher is not liable for delays in delivery in the event of any condition beyond the control of Publisher affecting production or delivery in any manner.
11. If Client should purchase an advertising upgrade for an existing Agreement then such Agreements will be two separate Agreements. The Customer will remain responsible for the monies owed on the original Agreement as well as any monies contractually agreed upon for the upgrade conditions.

12. By entering into this Agreement, Customer is creating an established business relationship with Publisher and hereby authorizes Publisher to contact Customer by mail, telephone, and facsimile and/or email as allowed by law.

13. In the event that Publisher should allow Client to terminate this Agreement prior to its expiration, all advertising prior to termination shall be subject to short-rate charges based on the advertising rate card currently in effect.

14. Any Client that does not comply with the full terms of this agreement will be subject to the Publisher's short rate charge.

15. Either party shall be excused from this Agreement in the event of fire, accidents, war, and/or acts of God.

16. The Client shall have the right to cancel this Agreement at any time within (3) three days of the date of Agreement by giving written notice to the Publisher. Upon such cancellation, the Client shall immediately pay for all costs, and charges incurred by the Publisher in connection to the Agreement.

17. Notices from either party to the other shall be sent certified mail or overnight delivery service or shall be delivered personally. Notices shall become effective three (3) business days after documented receipt. Customer's address is that which is provided elsewhere in this Agreement. Publisher's address is 401 West Main Street, Suite 2300, Louisville, Kentucky 40202. Either party may upon proper notice to the other party change its notice address.