



Port Charlotte Pirate Football Web Site Advertising Agreement

(please print this contract)



The Port Charlotte Pirate Football website (www.pcpiratefootball.com) offers a valuable way to reach potential customers 24 hours a day, seven days a week. Businesses can advertise with us through the end of a calendar year (December 31st). We would like to encourage all local businesses to use this opportunity to advertise on our website.

Guidelines and Pricing

- All advertisements will run through December 31st during the contracted year — Advertisements contracted within the first 6 months of the contracted year will be a charge of \$350. Advertisements contracted after 6 months of the contracted year will be a charge of \$200. Businesses have the option to swap out their advertisement with a new image every 6 months within the contracted year. If the advertisement was designed by Pirate Football, you may either send us a new design or we can create one for you for an additional fee of \$25.
- All advertisements must come web-ready—in an image format (either a bitmap, jpeg, or gif image). The information should be e-mailed to David_Hoffer@ccps.k12.fl.us. If you do not have the ability to create your own advertisement, we can scan a camera-ready ad for an additional cost of \$25.
- If applicable, advertisements will be updated July 1st and January 1st.
- The business will be added to the website within 5 business days from the date full payment is verified and the advertisement received. Payment must be in cash or check. Payment should be made to Port Charlotte Pirate Football.
- No advertisements will be allowed concerning politics, religion, alcohol, tobacco, drugs, weapons or gangs. Additionally, no advertising will be allowed that is sexually obscene or otherwise inflammatory.
- Advertisements consist of a picture 180 pixels wide by 200 pixels tall posted on a minimum of 10 pages within the Pirate Football web site.
- Pirate Football will not link to an external web site in which content is out of our control.
- Pirate Football reserves the right to refuse or remove any advertisements from any company or organization. The Pirate Football webmaster will be the final decision maker on all advertisements posted on the Pirate Football website.

If you have any questions you can always send us an email at David_Hoffer@ccps.k12.fl.us

This **WEB SITE ADVERTISING AGREEMENT** ("Contract") is effective as of the date of execution by and between Pirate Football and *Subscriber* (hereafter "*Subscriber*"). Pirate Football maintains a Web site at www.pcpiratefootball.com *Subscriber* agrees to advertise it's products and services on www.pcpiratefootball.com according to the following terms and conditions. This agreement refers to the services indicated below:

- Your advertisement will be posted on a minimum of 10 pages on the Pirate Football web site beginning in January, February, March, April, May, or June and ending on December 31st during the _____ calendar year at a rate of \$350.00.
- Your advertisement will be posted on a minimum of 10 pages on the Pirate Football web site beginning in July, August, September, October, November, or December and ending on December 31st during the _____ calendar year at a rate of \$200.00.
- Your advertisement will be created by Pirate Football using a scanned image of a camera-ready advertisement provided by *Subscriber* at an additional rate of \$25.



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- 1. Preparation Of Ad.** Pirate Football will post *Subscribers* ad on the www.pcpiratefootball.com web site. *Subscriber* has the option of selecting either Pirate Football formatted ads or use their own ad layout subject to size limitations and the approval and consent of Pirate Football. Ads will not be built or published until this Contract is completed and has been approved by Pirate Football.
- 2. Publication.** Pirate Football will publish *Subscribers* ads on the Pirate Football's website for the period of time designated.
- 3. Payment.** *Subscriber* agrees to pay Pirate Football in advance, the amounts set forth in the attached Contract for Advertising. Unless otherwise provided, *Subscriber* must pay in advance for any contract extension(s) commencing immediately after expiration of the initial contract term in which the ad(s) appears on the web site. *Subscriber* will have 14 days from the time the contract expires to renew their contract before their ad is removed from Pirate Football's website.
- 4. Subscribers Use of Material.** *Subscriber* agrees and warrants that the material presented for display on the web site violates no patents, copyrights, trademarks, and if any logo, phrase or expression attributable to another is used, then permission has been granted for use of same. Upon request, *Subscriber* will present such evidence of permission.
- 5. Right To Edit.** All ads and content are subject to Pirate Football's approval and Pirate Football reserves the right to edit, revise, or reject any advertising or material presented for matters of legality, falsity, bigotry, slander, taste, or other matters which Pirate Football, in its sole discretion, may deem objectionable.
- 6. Information, Material, and Content.** *Subscriber* agrees to provide Pirate Football and authorizes Pirate Football to collect all information, materials, photographs, images or other content necessary or desirable for the production and/or publication of the advertisement contemplated (the "Content"). *Subscriber* acknowledges that Pirate Football shall be the exclusive owner of any and all right, title and interest, including copyright, in and to the Content including any works of authorship, inventions or other intellectual property created pursuant to this Contract, and any advertising and/or promotional materials relating thereto, other than *Subscribers* trademarks. *Subscriber* will retain ownership of all materials in the form delivered to Pirate Football and any existing trade or service marks that it already owns and hereby provides a limited world wide, royalty-free license to Pirate Football to use, sub-license, and/or distribute, such marks in the creation and publishing of the advertisement in any medium and the promotion of Pirate Football and Pirate Football's services. *Subscriber* shall not provide to or allow to be used by any third party any work product resulting from Pirate Football services hereunder (including physical or electronic materials).
- 7. Multiple *Subscribers*.** Pirate Football may contract with multiple *Subscribers* for the same service or product and this contract shall in no way prohibit Pirate Football accepting advertisements from other same or similar *Subscribers*. At its sole discretion, Pirate Football may choose to limit the number of *Subscribers* for the same service, product, or category.
- 8. Frequency of Display.** Unless otherwise agreed in writing, *Subscribers* ad(s) will be displayed on a minimum of 10 pages within Pirate Football's web site.
- 9. Disclaimer, Limitation of Liability, Indemnification.** Pirate Football makes no guarantees to *Subscriber* as to the level of reach, distribution, leads, revenues, traffic, or business to be derived from the placements of ad(s). Pirate Football is not liable for any delayed delivery or non-delivery due to acts of god, network difficulty, action by any governmental or quasi-governmental agency, or other acts beyond the control of Pirate Football. ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT INCLUDING RESULTING FROM A PUBLICATION ERROR SHALL BE LIMITED TO THE AMOUNT OF THE FEE PAID BY SUBSCRIBER HEREUNDER. IN NO EVENT WILL PIRATE FOOTBALL BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS, OTHER ECONOMIC LOSS OR GOODWILL OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 10. Miscellaneous.** This Contract contains the entire agreement of the parties hereto regarding the subject matter hereof. No representation or promises of any kind not set forth herein shall bind or in any way affect the obligations of the parties to this Contract. The parties hereby agree that this Contract is governed by the laws of the State of Florida. This Contract is not assignable by *Subscriber*. Any purchaser of *Subscriber* or the properties or services with respect to which this Contract relates, shall be liable for the obligations of the *Subscriber* under this Contract. This Contract may be amended or modified, and any of the terms may be waived, only by a written instrument duly executed by each of the parties hereto. If any provision of this Contract shall be held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of this Contract shall remain in full force and effect.

Agreed: _____

Date: _____

If you wish to advertise, print this and mail with your check to:

Pirate Football
RE: Website Advertisement
18200 Cochran Boulevard
Port Charlotte, FL 33948