



## OUR LADY OF CHIQUINQUIRA ADVERTISING AGREEMENT AND CONTRACT

Order No. \_\_\_\_\_

**Our Lady Of Chiquinquirá**  
**1(800) 516-0638**  
**9401 Biscayne Boulevard**  
**Miami Shores, FI 33138**  
**U.S.A.**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

**Contract duration requested:**

Placement Start Date: \_\_\_\_ / \_\_\_\_ / 2010

Placement End Date: \_\_\_\_ / \_\_\_\_ / 2011

Location Letter: \_\_\_\_\_ left \_\_\_\_\_ right \_\_\_\_\_

**Please mark with an X**

www.virgendechiquinquirá.org \_\_\_\_\_

www.santamariaradio.org \_\_\_\_\_

Rate: \$ \_\_\_\_\_ 6 Months

\$ \_\_\_\_\_ 6 Months

\$ \_\_\_\_\_ 1 Year

Total: \$ \_\_\_\_\_

**Content of advertisement: (please check all that apply)**

Company Image or logo  Border

Company Web Site Link: \_\_\_\_\_

Other (please list): \_\_\_\_\_

The \_\_\_\_\_ *company name* \_\_\_\_\_, for \_\_\_\_\_ month(s) of advertising services on its virgin de Chiquinquirá's page or Santa Maria Radio web page. \_\_\_\_\_ *Company name* \_\_\_\_\_ will provide the ad. This Advertising Order is subject to the Terms and Conditions listed below.

I have thoroughly read, understand and agree to all of the terms and rules mentioned in the Our Lady Of Chiquinquirá's Web Site Advertising Contract and Agreement.

Signature of Advertiser: \_\_\_\_\_

Name of Advertiser (please print clearly): \_\_\_\_\_

Date Contract Signed: \_\_\_\_\_



## **NOTES:**

### **Terms and Conditions**

#### **Acceptance**

By submitting an ad to Our Lady Of Chiquinquirá, you, the Advertiser (collectively "Advertiser"), agree to comply with, these Terms and Conditions and any other posted guidelines or rules applicable. All such guidelines and rules are hereby incorporated by reference into the Terms and Conditions and shall govern the ad advertising order (the "Advertising Order").

#### **Conditions and Restrictions on Use**

All Advertising Orders are subject to acceptance by Our Lady Of Chiquinquirá. Rates and the Standard Terms are subject to change without notice. Our Lady Of Chiquinquirá reserves the right to refuse or cancel any Advertising Order, without cause, at any time. The Standard Terms and Advertising Order shall be collectively known as the "Agreement." Advertiser shall be jointly and severally responsible under this Agreement.

1. Term of Agreement. The term of this Agreement commences on the Placement Start Date set forth by the Advertising Order and terminates Placement End Date.

2. Terms of Payment. The Advertiser must submit to Our Lady Of Chiquinquirá the charge for the amount specified in the Advertising Order within one calendar week of the Placement Start Date. In the event of any failure by Advertiser to make timely payment, the Advertising Order will be suspended until payment is received.

3. Positioning. Except as otherwise expressly provided in the Advertising Order, positioning of advertisements within the Our Lady Of Chiquinquirá web site or on any page is at the sole discretion of Our Lady Of Chiquinquirá.

4. Renewal. Except as expressly set forth in the Advertising Order, any renewal of the Advertising Order and acceptance of any additional advertising order shall be at Our Lady Of Chiquinquirá's sole discretion. Pricing for any renewal period is subject to frequent change by and is solely at Our Lady Of Chiquinquirá's discretion.

5. No Assignment or Resale of Ad Space. Advertiser may not resell, assign, or transfer any of its rights hereunder. Any attempt by Advertiser to resell, assign or transfer such rights shall result in immediate and automatic termination of this Agreement, without liability to Our Lady Of Chiquinquirá.

6. Provision of Advertising Materials. Advertiser will provide all materials for the advertisement in accordance with Our Lady Of Chiquinquirá's requirements in effect at the time, including without Our Lady Of Chiquinquirá's shall not be required to publish any advertisement that is not received in accordance with such.

7. Statistics. Unless specified in the Advertising Order, Our Lady Of Chiquinquirá's makes no guarantee with respect to usage statistics or levels of impressions or click-through for any advertisement.

8. Right to Reject Advertisement. All contents of advertisements are subject to Our Lady Of Chiquinquirá's approval. Our Lady Of Chiquinquirá reserves the right to reject or cancel any advertisement, Advertising Order, URL link, space reservation or position commitment, at any time, for any reason whatsoever.



9. No Warranty. Our Lady Of Chiquinquirá MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

10. Limitations of Liability. In the event that Our Lady Of Chiquinquirá fails to publish an advertisement in accordance with the schedule provided in the Advertising Order, or in the event that Our Lady Of Chiquinquirá fails to deliver the full time period of the Advertising Order (if any), or in the event of any other failure, technical or otherwise of such advertisement to appear as provided in the Advertising Order. In no event shall Our Lady Of Chiquinquirá be liable for any act or omission, or any event directly or indirectly. IN NO EVENT SHALL Virgendechiquinquirá.org BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, LOST PROFITS, INDIRECT OR OTHER DAMAGES. Our Lady Of Chiquinquirá's AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE AMOUNT RECEIVED BY Our Lady Of Chiquinquirá FROM ADVERTISER FOR THE ADVERTISING ORDER GIVING RISE TO THE CLAIM. Without limiting the foregoing, Our Lady Of Chiquinquirá shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition affecting production or delivery in any manner beyond the control of Our Lady Of Chiquinquirá

11. Cancellations. Except as otherwise provided in the Advertising Order, the Advertising Order is non-cancelable by Advertiser. If Advertiser cancels the Advertising Order, in whole or in part, Advertiser agrees to pay the full amount detailed in the Advertising Order and any additional early cancellation charges (if any).

12. Termination; Effect of Termination. In the event of a material breach by Advertiser, Our Lady Of Chiquinquirá may terminate this Agreement immediately without notice or cure period, without liability to Our Lady Of Chiquinquirá. In the event of any termination, Advertiser shall remain liable for any amount due under an Advertising Order for advertisement delivered to Our Lady Of Chiquinquirá and such obligation to pay shall survive any termination of this Agreement. If the parties contemplate any provision to survive any termination or expiration of this Agreement, such provision shall survive such termination or expiration. At the request of the disclosing party, the receiving party shall return all of the disclosing party's Confidential Information to the disclosing party.

13. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of law.