

The following sample contract is to assist you in your local sale efforts. As this document may not be suitable for every situation, we suggest you consult your legal council for more a complete understanding of your local legal requirements.

esportsdesk.com inc. assumes no responsibility for the completeness or validity of this document

Advertising Agreement

THIS AGREEMENT, effective, _____, 20____, is between _____, a Sports Organization, with its mailing address at _____ (“Sports Org”) and _____ (“Advertiser / Sponsor”).

Advertiser / Sponsor Name: _____

Advertiser / Sponsor Address:

Principal Contact Person: _____

Phone: () _____ Email Address: _____

Advertiser / sponsor’s web site address: _____

Is a Link from the Banner Ad to the Sponsor’s Web Site Required? _____

Does the sponsor want to offer a printable ‘carry-in’ coupon? _____

Does the sponsor need a banner ad created? _____

Which web site (within esportsdesk.com) should this banner ad appear on?

Banner Advertising Specifications:

If the advertiser / sponsor is creating their own banner ad graphic, it must be either on .gif or .jpg format. It must be exactly 468 pixels wide by 60 pixels tall, and must be no larger than 10kb in file size.

Local Advertising Costs:

Banner Ad Price: _____

Art Work Price: _____

Coupon Price: _____

Applicable Taxes: _____

Total Cost: _____

Payment Terms: _____

Payment Received: _____

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This advertising agreement is to be in effect for the entire league/association season:

Starting on _____ and ending on _____.

This agreement is subject to the terms and conditions on the following page.

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TERMS AND CONDITIONS

- 1) **Advertisements** – means the graphic file supplied by an advertising client, which can be selected by a user as a link.
- 2) **Advertiser / Sponsor** – means the individual or entity listed on the front page of this agreement.
- 3) **Advertising Rate** – The local administrator will govern the rate indicated on the contract.
- 4) **Advertising Space** – means the space reserved on the Sports Org’s website hosted by esportsdesk.com Inc..
- 5) **Prices** - All amounts are payable in administrator’s country website dollars unless otherwise specified on the front of this agreement. Prices **DO NOT** include applicable tax(s).
- 6) **Right to refuse unacceptable advertising** – Sports Org and/or its agent’s reserves the right to refuse any advertisement it deems inappropriate or that does not conform to its graphic specifications. Sports Org and/or its agents will not accept any websites or advertisements that include pornography, violence or hate (this is not an exhaustive list). All graphics must be within the file size and dimension restrictions listed in this agreement. Sports Org and/or its agents may request changes to any advertisement it deems unacceptable. Such a request does not constitute a termination of this agreement and will not affect the enforceability of any of its provisions.
- 7) **Responsibility of copy** – The Advertiser / Sponsor agrees to indemnify and save harmless Sports Org and /or its agents from any liability, loss and expense of any nature arising out of the display of any graphics, text, display and illustrations supplied by the Advertiser / Sponsor.
- 8) **Start Date** – means the first date the Advertisement appears on the Sports Org website.
- 9) **Term Guarantee** – Sports Org guarantees that the advertising space specified on this agreement will be available for the length of time (start date to renewal date as noted on the front of this agreement) stipulated herein.
- 10) **Upgrading of advertisement** – after entering into this agreement, the Advertiser / Sponsor may request an upgrade of the advertisement space no later than ten business days prior to the mid-point of the agreement from the start date indicated on the front of the agreement. An upgrade of advertisement space will constitute a termination of this agreement and a commencement of a new agreement at the rates and on the terms in effect at the time of the upgrade. The upgrade will commence at the mid-point of this agreement from the start date. The difference between the former advertising rate and the new advertising rate will be calculated and invoiced to the Advertiser / Sponsor accordingly. The Advertiser / Sponsor may not request a downgrading of advertising space during the tenure of the agreement. Any requested change to a development must be received in writing.
- 11) The Advertiser / Sponsor is responsible to pay Sports Org Inc. The banner ad will appear on the Sports Org Web Site hosted by esportsdesk.com once esportsdesk.com Inc. has received full payment from the Sports Organization. The difference between the monies collected by the Sports organization and the monies paid to esportsdesk.com Inc. will be deemed profit applicable to the Sports Organization. This is a Fund Raising opportunity for the Sports Organization.

Signature of Advertiser / Sponsor:

Signature of Sports Org:
