



## ADVERTISING CONTRACT

ADVERTISER:

\_\_\_\_\_  
Name of Advertiser

\_\_\_\_\_  
Address (Physical and Mailing)

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Business Phone

\_\_\_\_\_  
Business Fax

\_\_\_\_\_  
Home Phone/Other

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## CONTRACT TERMS

\_\_\_\_\_  
Beginning Date

\_\_\_\_\_  
Ending Date

I/We hereby agree to place an ad for the above time frame on the Minnesota Land Title Association ("MLTA") Website (<http://www.mlta.org>) as follows:

Member rate of \$600 per year (12 months)

Non-member rate of \$1,000 per year (12 months)

### **Ad Terms:**

► Ads should be 468 X 60 pixels, JPG or GIF (optimized for web use). Ads must be static, non-scrolling text. If the Ad does not meet these requirements or the Advertiser requests set-up assistance, the advertiser shall also pay a "set-up" fee in addition to the rates set out above. The set-up fee will be estimated at the time the ad is placed. The current rate is \$125/hour. The set-up fee shall be a one time charge regardless of the number of times the advertiser renews the identical advertisement for successive terms, provided that no changes whatsoever are made in the advertisement.

► Ads will rotate. However, MLTA will have no more than 12 ads at any time to assure the frequency with which an ad is viewed.

► The advertising fee and any set-up fee must be prepaid prior to the ad appearing on the site. In the event payment is not received in full within thirty (30) days prior to the “Beginning Date” specified above, MLTA may delay the Beginning Date for so long as reasonably necessary in order to arrange for the placement of the advertisement on the MLTA website. The “Ending Date” specified above shall be automatically extended by an equal period of time. If payment has not been received within 10 days prior to the proposed “Beginning Date” as set out above, this contract will be null and void, MLTA assuming no responsibility.

The “Minnesota Land Title Association Advertising Policy” is attached to this Contract and its terms are incorporated by reference and made a part of this contract. MLTA reserves the right to review any proffered advertisement for compliance with the Policy and to reject any which it, in its sole discretion, determines violates any one or more of the Policy provisions. MLTA also reserves the right to modify the Policy from time to time and in its sole discretion.

If for any reason, MLTA fails to carry out the terms of this contract for the designated time, MLTA will refund to the advertiser a portion of the rate specified above, proportionate to the months that the ad does not appear. MLTA will not be liable for any error in an advertisement to a greater extent than the cost of the advertisement as set out above. The advertiser waives any right to consequential or incidental damages which may result from any error or omission. In the event MLTA refunds the contract rate to the advertiser, the advertisement will be terminated on the MLTA website.

\_\_\_\_\_  
**Advertiser Name**

By:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Individual responsible for contract

\_\_\_\_\_  
Position/Title

**Minnesota Land Title Association**

By:

\_\_\_\_\_  
Date

Its \_\_\_\_\_



## THE MINNESOTA LAND TITLE ASSOCIATION ADVERTISING POLICY

### 1. APPLICABILITY

The following policy of the Minnesota Land Title Association (MLTA) will govern all publications of MLTA and MLTA web site.

### 2. PURPOSE

The purpose of this policy is to regulate the circumstances under which MLTA will accept advertising for inclusion in its publications and on its website, consistent with the Mission Statement and goals of MLTA. MLTA reserves the right to regulate the form, manner, content, substance, composition, size and length of any advertising and to cancel or refuse to run any advertising in accordance with the procedures set forth herein. The web site and publications of MLTA represent the membership of MLTA as a whole and, therefore, the Board of MLTA (the Board) has an interest in maintaining the complete integrity of each publication and of the website, consistent with the high ethical and professional standards of the land title industry in Minnesota. The Board may delegate its discretionary authority in regard to acceptable advertising to any committee of MLTA.

### 3. GENERAL STANDARDS FOR ADVERTISING

MLTA reserves the right to reject any advertising that, to the "reasonable reader," is false, misleading, defamatory, obscene, or which does not conform to contemporary community standards of good taste or decency, or which violates the laws of the state of Minnesota or any other applicable laws. MLTA may require any advertiser to provide factual substantiation or legal authorization from the appropriate jurisdiction when requested for any advertising. No advertising will be accepted that violates or may enable another to violate MLTA's Code of Ethics.

### 4. ADVERTISING OF CERTAIN PRODUCTS

MLTA will not knowingly accept advertising for tobacco and alcohol products of any sort, advertising for illegal products or services, advertising for products or services whose movement in interstate commerce is illegal, or advertising relating to lotteries or games of chance. Additionally, MLTA will not accept advertising that in any way may jeopardize the mailing status of the publication in which it appears, and reserves the right to apply to the U.S. Postal Service for a ruling on any such matter.

### 5. POLITICAL ADVERTISING

MLTA will not accept electioneering advertising by or on behalf of candidates for public office, candidates for elected positions within MLTA, or advertising advocating positions on political or social issues. Nothing herein shall prohibit the right of MLTA, itself, through advertisement or otherwise from advocating for or against any legislative or regulatory enactment.

### 6. ASSOCIATION ENDORSEMENT

MLTA does not endorse any product or service advertised in its publications or on its website. Advertising which, by its subject matter or content, may imply or lead to an implication of Association

endorsement, recommendation, support or approval will be accepted only if, as a condition of acceptance, it includes in the advertisement a disclaimer which states that the product or service is not endorsed, recommended, supported or approved by MLTA. Nothing herein shall prohibit a member of MLTA from including in any advertisement the fact that such organization or individual is member of MLTA, however. In the event a member whose advertising includes such a reference ceases to be a member in good standing at any time during the term of advertising contract, MLTA may terminate such advertisement without any obligation to refund any part of the contract price.

**7. EXAMINATION OF ADVERTISED PRODUCTS**

If an advertisement offers the sale of a product by mail or by the Internet, MLTA reserves the right to examine the product a purchaser will receive, but MLTA is not obligated to do so. Examination of the product or publication of the advertisement does not constitute a guaranty or warranty of the product, and does not imply MLTA's endorsement, recommendation, support or approval of the product.

**8. NON-MEMBER ADVERTISING**

For purposes of the advertising rate, the Member Rate is available to an Active or Associate Member, as defined in the organizational documents of MLTA as they may be amended from time to time, which is current with its dues. In the event such an advertisement is accepted from a member of MLTA and such member ceases to be a member in good standing at any time during the term of advertising contract, MLTA may terminate such advertisement without any obligation to refund any part of the contract price, unless the advertiser immediately upon receipt of notice pays the additional charge for Non-member advertisers.

**9. PAYMENT/RATES**

MLTA reserves the right to request part or full payment before publishing any advertisement. The Board shall set and vary the advertising rates as it sees fit; however, no change in advertising rates during the course of any contract shall require any increased payment, nor shall it result in any refund of any part of the existing contract rate.

**10. REVIEW OF ADVERTISING**

All advertising submitted for inclusion in any publication or on the website of MLTA shall be reviewed by the Board, or by a committee as may be designated by the Board, to determine its conformity with these policies. Any discretionary or subjective determination which must be made in regard to advertising shall be made in the sole and absolute discretion of the Board or empowered committee; provided, however, no such decision shall be based on the race, creed, color, national origin, gender or age of the principals of the entity or of the individual seeking to advertise in MLTA's publications or on its website. The Board or empowered Committee shall make a final determination of whether to accept the advertising.

*August 12, 2005*