



PRINT ADVERTISING AGREEMENT

This Print Advertising Agreement ("Agreement") is entered into as of _____ by and between **Desert Recreation District** ("DRD"), with its principal office located at 45-305 Oasis St., Indio, CA 92201, and _____ ("Client"), located at _____ [Client Address].

1. Purpose of Agreement This Agreement outlines the terms and conditions under which DRD will provide print advertising services to Client in DRD's publications.

2. Advertising Details

- **Publication Name:** Activity and Program Guide
- **Ad Type/Size:** See Insertion Order
- **Ad Placement:** See Insertion Order
- **Issue(s) Included:** See Insertion Order
- **Design Services (if applicable):** Design services are available upon request of Client.

3. Advertising Fee and Payment Terms

- **Total Fee:** See Insertion Order
- **Payment Terms:** Net 30

4. Materials Submission

- **Client Responsibility:** Client shall provide all necessary advertising materials, including text, images, and artwork, by submission deadline dates outlined on the insertion order. Materials must comply with DRD's specifications and guidelines, which will be provided to the Client.
- **DRD Responsibility:** If DRD is responsible for designing the advertisement, Client must provide all content by seven (7) days before submission deadline. DRD will submit a proof for Client's approval before publication.

5. Design Fees, Approvals and Changes

- **Design Fee:** A design fee of 10% of the ad value will apply if Client uses DRD Design Service. Fee calculated against Interior Book Fee. (For example: The fee for a full-page ad is \$300, half page is \$200, etc.)
- **Proof Approval:** Client must approve or request changes to the advertising proof within 24 hours of receipt. Failure to respond within the specified time may delay publication or cause ad to be omitted from Guide.
- **Change Fees:** Any changes requested after the proof has been finalized may incur an additional charge of 5% of the ad value.

6. Publication and Placement DRD will use reasonable efforts to publish the Client's advertisement as agreed but cannot guarantee specific placement unless explicitly stated in this Agreement. DRD reserves the right to modify publication dates and ad placements as needed.

7. Termination and Cancellation

- **Termination by Client:** Client may cancel this Agreement by providing written notice at least 10 days before the camera-ready art deadline.
- **Termination by DRD:** DRD may terminate this Agreement if Client fails to meet deadlines or payment terms, or if the advertisement does not comply with DRD's standards or guidelines.

8. Content Standards Client represents and warrants that all submitted materials comply with all applicable laws and regulations and do not infringe upon any third-party rights. DRD reserves the right to reject any advertisement that, in its sole discretion, is deemed inappropriate, offensive, or in violation of DRD's policies.

9. Indemnification Client agrees to indemnify and hold harmless DRD, its officers, employees, and agents from any claims, liabilities, or expenses arising from the publication of the Client's advertisement, including but not limited to claims of copyright infringement, defamation, or false advertising.

10. Limitation of Liability DRD's liability for errors in the published advertisement shall be limited to the amount paid by the Client for the advertisement. DRD shall not be liable for any consequential or incidental damages.

11. Confidentiality Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during this Agreement.

12. Miscellaneous

- **Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.
- **Amendments:** Any modifications to this Agreement must be made in writing and signed by both parties.
- **Governing Law:** This Agreement shall be governed by the laws of the State of California.
- **Dispute Resolution:** Any disputes arising under this Agreement shall be resolved through mediation.

13. Signatures By signing below, both parties agree to the terms and conditions of this Agreement.

Desert Recreation District: Name: _____
Title: _____
Signature: _____
Date: _____

Client: Name: _____
Title: _____
Signature: _____
Date: _____