

Classified Advertising Contract
Quail Creek Property Owners Association (QCPOA)
2055 E Quail Crossing Blvd, Green Valley AZ 85614
Phone: 520-393-5822 Fax: 520-393-5831 Advertising Manager: 520-271-4191

ADVERTISER INFORMATION:

Company Name:	Attn:
Address:	
Business Phone:	Contact Phone (if different):
Email:	

ADVERTISING RATES

The above specified advertiser ("Advertiser") hereby contracts with Quail Creek Country Club Property Owners Association (the "POA") for the placement of classified advertising display as described below on the POA Business Listing webpage (<https://quailcreekhoa.org/web/quail-creek-hoa/advertisers1>) upon the terms and conditions set forth below above and on page 2 of 2, which is attached hereto and incorporated herein by this reference.

Discounts are applied for multiple month contracts. There are two advertising categories: (1) Non-resident commercial activity and (2) Quail Creek residents (home-based business or not).

(1) Non-resident Ad Rates:

Base Rate	MTM	3 months	6 months	12 months
Cost	\$50	\$144	\$282	\$528

(2) Quail Creek Resident Ad Rates:

Base Rate	MTM	3 months	6 months	12 months
Cost	\$40	\$110	\$210	\$380

Setup Charge – Applicable to both (1) Non-resident and (2) Quail Creek Resident Ads:

\$50	<ul style="list-style-type: none"> Business listing on quailcreekhoa.org - ad body limited to 1024 characters, images limited to 900 px high x 660 px wide What's Happening email ad - text only, limited to 144 characters, linked to business listing on quailcreehoa.org or external business website Setup Charge waived with a 3, 6 or 12 month contract
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Ad Start date (dd/mm/yy):	
Number of months:	
Advertising Rate:	
Setup Charge:	\$50.00 (Waived with a 3, 6 or 12 month contract)
Total Due:	

Payments accepted at Madera Clubhouse: Credit Card, Cash, or Check (payable to Quail Creek Property Association or QCPOA)

Name (Print) _____ **Signature** _____

Advertising consists of inclusion in the daily email, display ad in the classifieds, and link to the classified ad or to your website.
 Questions: Call 520-271-4191 or email daryl.laux@robson.com.

CONTRACT FOR POA WEBSITE CLASSIFIED ADVERTISING STANDARD TERMS

1. Delivery of Artwork and Production Materials

- 1.1. "Acceptable Materials" shall mean electronic files meeting the advertising requirements posted on the POA website, which may be modified from time to time by the POA. Any Acceptable Materials shall only advertise the Advertiser/Product set forth on the first page.
- 1.2. Advertiser shall deliver Acceptable Materials to POA not less than ten (10) business days prior to estimated start date specified on the front page hereof. If POA has not received Acceptable Materials by the above date, in addition to its other remedies, POA may terminate this Contract. If terminated by POA per the prior sentence, Advertiser shall pay to POA an amount equal to one (1) month billings as liquidated damages therefore. If Acceptable Materials are timely delivered, POA will use commercially reasonable efforts to complete posting of the ad approximately on or before the estimated start date. Any delay in delivery of Acceptable Materials by Advertiser shall not extend the Term in Months; and Monthly Rate shall commence on the estimated start date (regardless of when the Display is actually posted).

2. Rights and Obligations of POA

- 2.1. Acceptable Materials will be posted by POA on <http://quailcreekhoa.org/Classifieds/Default.aspx?fiid=3067> (the "Website") by POA in a commercially reasonable manner under the category deemed appropriate by the POA. Such posted ads are herein after referred to as "Displays." POA reserves the right to edit, reclassify, revise, reject or cancel any advertisement at any time, in its sole and absolute discretion.
- 2.2. POA shall have the right, but not the obligation, to reject or withdraw, before or after posting on the Website, any Displays, advertising material, art or copy, submitted by Advertiser that POA deems unacceptable for any reason, including that which it deems, in its sole discretion, to be in bad taste or in violation of existing laws, offensive to the moral standards of the community, false, misleading or deceptive, or which in anyway reflects upon the character, integrity or standing of any organization or individual. POA's rejection or withdrawal of any materials shall not relieve Advertiser of any liability under this Contract.
- 2.3. POA retains exclusive control of the Website (including painting and posting of the Displays). Any Display changes requested by Advertiser that are not set forth on first page will be at POA's discretion and at charge determined by POA.
- 2.4. In the event the website is down, including by reason of any law or malfunction of equipment, POA's liability to Advertiser shall be limited to render a credit for the period during which the ad is not accessible on the website at the rate of 10% of the Monthly Rate for the period of non-accessibility; provided Advertiser shall have first given written notice to POA of the accessibility problem and such problem continues for more than five business days after receipt of such notice by POA.
- 2.5. Advertiser shall inspect the Display within three (3) days after installation on the Website. Unless within such period, Advertiser gives written notice to POA specifying, in sufficient detail, any defect, the Display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including content.

3. Termination and Loss of Service

- 3.1. POA shall be allowed thirty (30) days after receipt of written notice from Advertiser to cure any claimed default of POA; provided, however, if the matter cannot be cured within thirty (30) days, POA shall have additional time so long as it is reasonably pursuing the cure.
- 3.2. Any delay of failure by POA to perform hereunder as a result of force majeure, labor dispute, supply shortage, acts of god, vandalism, law, governmental action or order, Website or equipment failure or malfunction or other causes or acts not the proximate result of gross negligence or willful misconduct by POA, will not constitute a breach of contract by POA; rather Advertiser shall be entitled, as its sole and exclusive remedy, after providing POA with notice and opportunity to cure pursuant to 3.1 above, to an extension of this Contract for the posting of such Display and term beyond the expiration of the Term in Months set forth on the first page.
- 3.3. In no event shall POA be liable for consequential or punitive damages (including lost profits, revenue or advertising liability); and POA's liability for any breach whatsoever shall be limited to a refund of any amounts paid to POA by Advertiser.
- 3.4. 3.4 Without waiving its right to any other remedies, POA shall also have the option, in its discretion, to terminate this Contract, upon: (a) breach of this contract by Advertiser (including failure to timely pay billings); or (b) the loss, failure or malfunction of the Website or equipment to the extent not proximately caused by the gross negligence or willful misconduct of POA (including any change in laws regulating the Website); or (c) 30 days prior written notice to Advertiser. Upon termination by the POA pursuant to (b) or
- 3.5. (c) above any prepaid amounts for periods after the termination date shall be refunded by the POA to the Advertiser. Any and all rights and remedies of POA hereunder shall be cumulative and any action or inaction by or on behalf of POA or any of the POA Affiliates shall not be deemed an election of remedies.

4. Terms of Payment

Interest shall accrue on any unpaid amounts at the rate of 1 ½% per month. Advertisers shall also pay a late charge of five percent (5%) of any payment made five (5) days or more past due. Advertiser shall also pay a charge of \$10.00 plus tax for any check returned by Advertiser's bank.

5. Taxes.

Advertiser shall pay all other taxes in respect of the services provided under this Contract, including any applicable sales and use taxes.

6. Indemnification.

Advertiser shall indemnify, defend and hold POA, Quail Creek Country Club and all of their respective affiliates, including Robson Communities, Inc. and their respective owners, directors, officers, shareholders, partners, managers, employees, agents, successors, and assigns (collectively the "POA Affiliates") harmless for, from and against all claims, demands, debts, obligations or charges, together with reasonable attorney's fees and disbursements in any way arising out of or related to the Display (including any content thereof or products or services referenced therein) or any breach of this Contract by Advertiser or in any way connected with the services provided to Advertiser under this Contract (except to the extent proximately caused by the gross negligence or willful misconduct of POA).

7. Compliance

- 7.1. This Contract shall not be construed as creating a joint venture, partnership, or any other cooperative or joint arrangement between POA and Advertiser.
- 7.2. There are no third party beneficiaries to this Contract other than POA Affiliates. This Contract shall bind and inures to the heirs, successors and assigns of the parties. Notwithstanding the foregoing, Advertiser's rights and obligations under this Contract are not assignable. POA may assign its rights and obligations under this Contract in connection with any transfer of its rights in the Website.
- 7.3. Advertiser warrants that it has the right to use all copy and artwork furnished by or on behalf of Advertiser and it does not infringe upon any trademark copyright, trade name or other intellectual property right under state, federal or common law and otherwise comply with all applicable federal, state and local laws and regulations. Advertiser warrants that he/she is over the age of 13. In addition, Advertiser grants POA, and anyone authorized by POA, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such Display, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant shall include the right to exploit any proprietary rights in such Display or submission, including, but not limited to, rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction.
- 7.4. Advertiser shall be liable to POA for all attorney's fees and costs incurred by POA in enforcing its rights under this Contract. This Contract shall be governed by Arizona law, exclusive of its choice of law rules.

8. Entire Contract.

This Contract sets forth the entire understanding of the parties and may not be amended or modified, except in writing. Failure of either party to enforce any of the provisions hereof will not be construed as general relinquishment or waiver of that or any other provision. No waiver shall be effective unless it is in writing. All terms shall be interpreted as their ordinary meaning and not against the drafter. All notice hereunder will be in writing, deemed given on the date of dispatch, and addressed to Advertiser or POA, as applicable, at the addresses on the first page hereof.