

# Advertising Agreement

Updated: 9.01.2007



Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
First Name Last Name

Company Name: \_\_\_\_\_ DBA (if any): \_\_\_\_\_

Business Address: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
Street Address City, State, Zip

Advertising Package(s) Selected: (please check below)

## Radio: On-Air Advertisement

- |  |                            |                   |            |                          |          |
|--|----------------------------|-------------------|------------|--------------------------|----------|
| <input type="checkbox"/> Package 1                 | 1 per day Prime-Time Spot  | 2 Regular Spots   | 15 seconds | 90 total appearances/mo  | \$195.00 |
| <input type="checkbox"/> Package 2                 | 1 per day Prime-Time Spot  | 2 Regular Spots   | 30 seconds | 90 total appearances/mo  | \$345.00 |
| <input type="checkbox"/> Package 3                 | 2 per day Prime-Time Spots | 4 Regular Spots   | 15 seconds | 180 total appearances/mo | \$475.00 |
| <input type="checkbox"/> Package 4                 | 2 per day Prime-Time Spots | 4 Regular Spots   | 30 seconds | 180 total appearances/mo | \$595.00 |
| <input type="checkbox"/> Regular Advertising Slots | 15 seconds                 | \$80 per 20 spots | 30 seconds | \$140 per 20 spots       | _____    |

- "Prime Time" is considered 9am-1pm Pacific Time, based on the average number of listeners
- The audio files must be provided by the customer in an .mp3 or .wav formats, or on an audio CD
- Our professional voice artists and sound engineers can create Armenian or English advertisements with a male or female voice and sound effects for prices starting from \$75 depending on the duration and to complexity of the advertisement.

## Website: Banner Advertisement

- \$395 per spot in the rotation - 502x101 top-central banner on YerevanNights.com

- A maximum of 10 banners will be in the rotation at any given time, rotated randomly, with equal amount of exposure
- The artwork of the banner must be provided by the customer in a .swf, .jpg, .png, or .gif, and is **subject to approval** by our staff. We cannot feature overly graphic or vibrant, annoyingly dynamic, or otherwise tasteless banners.
- Our professional graphic designers can create custom banners for you for an hourly rate of \$60.

## TV: Commercials on YerevanNights.TV show aired on Horizon TV

- \$300/4-weeks for one 30 second spot in each show - 8 prime time spots, 4 morning spots per month
- \$500/4-weeks for two 30 second spots in each show - 16 prime time spots, 8 morning spots per month

## Sponsorship Package:

- \$395/month - Includes 2 verbal mentions during each TV show (32 total/month) and a spot in the rotation of the top right 200x101 banner of YerevanNights.com

## Summary Description:

\_\_\_\_\_  
\_\_\_\_\_

## Commitment Term: (please check one)

- Month-to-Month  Three (3) Months - **15% discount**  Six (6) Months - **25% discount**

For a Total Amount of:  
\$  per month

I hereby certify that I am an authorized officer or owner of the business listed above ("Advertiser"); and as such I acknowledge that this Advertising Agreement, along with the attached Terms and Conditions constitute a contract between the Advertiser and Live Media Link Inc. DBA Yerevan Nights (Yerevan Nights). The Advertiser and I personally guarantee the prompt payment of the Total Amount listed above for the Commitment Term checked. I also acknowledge that I have read, understood, and agree with the Terms and Conditions attached.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Owner/authorized officer of the Advertiser

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Representative of Yerevan Nights

# Advertising Terms and Conditions

Updated: 9.01.2007



## Initial \_\_\_\_\_

The advertiser agrees to protect and indemnify Live Media Link Inc. and/or Yerevan Nights against any and all liability, loss, damage, or expense arising from claims of libel, unfair competition, unfair trade practices, infringement of trademarks, trade names or patents, violations of rights or privacy and infringements of copyrights and proprietary rights resulting from the publication/cablecasting by the publisher/producer of the advertiser's advertisements.

### ERRORS AND LIABILITY:

(a) Yerevan Nights' liability shall at no time or in any way exceed the cost of the space/spot involved. Any error in any advertisement should be reported immediately as the Yerevan Nights' liability is limited to the first advertisement, and ceases completely if not reported within two days of the posting/airing/broadcasting date.

(b) In no event shall Yerevan Nights be liable for any consequential damages or any damages in excess of the cost of the advertisement.

(c) Every effort will be made to return files, CDs, DVDs, or other materials furnished by advertisers upon their request, but Yerevan Nights cannot be held responsible in case of loss or damage.

### AD CONTENT & POSITION:

(a) Yerevan Nights reserves the right to refuse, alter, edit or omit any advertising submitted for posting/airing/broadcasting which it deems objectionable in text, graphics and illustration or detrimental to its business.

(b) Every effort will be made to meet reasonable position and time slot requests. Failure to meet such requests will not constitute cause for adjustment, refund or rerun.

### PAYMENT REGULATIONS:

(a) Payment for each advertisement must be made in advance unless arrangements for credit are made by the Advertiser with Yerevan Nights.

(b) For all new accounts a 25% down payment is required and the balance must be paid in equal monthly payments in advance, throughout the duration of the advertising period.

(c) All going-out-of-business advertising and temporary business advertising must be prepaid.

(d) Payment is generally due when invoices are rendered.

(e) The advertiser agrees to pay court costs and attorney fees if collection is necessary through process of suit.

### CANCELLATION:

(a) Should the Advertiser wish to terminate the agreement before the completion of the commitment term, the early cancellation payment will constitute 70% or the total remainder of the payments for the entire duration of the contract, and shall be paid in one lump sum within five (5) business days upon the written notice of termination.

(b) Cancellations of advertisements must be given in writing and addressed to the Marketing Department of Yerevan Nights.

(d) If the advertiser fails to inform the publisher/producer about the cancellation according to the set rules, the advertiser shall pay for all the space/spots contracted for whether it was used or not, according to the rate schedule in effect at the time of cancellation.

### RATE REVISIONS:

(a) Yerevan Nights reserves the right to revise its advertising rates at any time.

(b) Contract advertisers will be given 30 days' notice in writing and all contracts are accepted subject to this reservation. If such revisions are not acceptable to the advertiser, the advertiser shall have the right to terminate the contract upon the date of change.

(c) Changes in circulation or coverage area do not constitute grounds for rate adjustments or cancellation of the CONTRACT.

### POLITICAL ADVERTISING:

(a) Political and cause advertising must be prepaid and must conform to all legislative regulations. Such advertising may be identified as "Paid Advertisement".

(b) Whenever, in the judgment of the Yerevan Nights, any advertisement shall bear resemblance to news-matter, or shall be of such character/nature as to convey to the public that it is "news," such advertisement may be distinctly designated by Yerevan Nights as "Paid Advertisement".

### ADVERTISING AGENCIES:

(a) Advertising agencies which place advertisements for and receive statements for their customers are acting as agents for the customer.

(b) Advertising agencies are treated as any other customer and are charged according to Yerevan Nights' standard Advertising Rates Schedule.