



Best Version Media

REP: Shannon Schroeder

CLIENT: Danville District 118, 110 E. Williams, Danville IL 61832

CONTACT PERSON: Alicia Geddis, PHONE: 217-444-1004, CELL: 217-474-7334, EMAIL: geddisa@danville118.org

Table with 4 columns: Item, # of Monthly Inserts, Monthly Payment, 1st Print. Row 1: Print Ad: [4672] Danville Area Living, 1/2H Expert Contributor, 36, \$529.00, YES

As a Charter Member, the client will get a NEXT size upgrade at no additional cost on the 2nd monthly insert of the initial term. The next size upgrade only applies to the initial term of the agreement and will not reoccur with any subsequent renewal of this agreement.

The 1st month's Submission Deadline is not yet determined for magazines that have the "1st print" box checked and will be determined by BVM at a later date. The number of Monthly Inserts for these magazines will start when BVM has enough revenue to start producing them. In the event that client's ad starts sooner for magazines not checked "1st print," the monthly payment will be adjusted to bill only for the current magazines in print. The monthly billing will then be adjusted accordingly as the newer magazines are ready to be produced. All magazines must have ads run for the total number of Monthly Inserts regardless of when they start. Monthly Inserts only apply to magazines currently in print.

Total Monthly Payment: \$529.00
This monthly payment includes a 40.0% discount.

36 months

Promotions: First Month Ad Upgrade

First month promotions only apply for the initial term. Any subsequent renewal will have the same total monthly payment and same ad size as the preceding editions. If the listed first month promo is an ad upgrade, the client will get the next size upgrade at no additional cost.

Payment Details

PAYMENT TERMS: Check Monthly

Authorized Signature

BEST VERSION MEDIA, LLC ("BVM") WILL PROVIDE ADVERTISING SERVICES SOLELY UPON THE TERMS AND CONDITIONS SET FORTH IN THIS AD AGREEMENT ("AGREEMENT") AND ON THE CONDITION THAT THE CLIENT IDENTIFIED ABOVE AGREES AND COMPLIES WITH THEM. THE SIGNATURE BELOW SIGNIFIES THAT YOU (1) ACCEPT THIS AD AGREEMENT AND AGREE THAT CLIENT IS LEGALLY BOUND BY ITS TERMS; AND (2) REPRESENT AND WARRANT THAT: (A) YOU ARE 18 YEARS OF AGE OR OLDER; AND (B) IF THE CLIENT IS A CORPORATION OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CLIENT AND BIND THE CLIENT TO ITS TERMS.

OWNER/AUTHORIZED SIGNATORY:

[Handwritten signature]

Alicia Geddis, Superintendent - Danville District 118

DATE: 11/05/2021

IP ADDRESS: 174.208.230.249

BROWSER: Mozilla/5.0 (X11; CrOS x86_64 14150.64.0) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/94.0.4606.104 Safari/537.36

**ADDITIONAL TERMS & CONDITIONS****MAGAZINE PRINT AD**

The following terms and conditions (“**Addendum**”) are made a part of and incorporated into the Ad Agreement by and between BEST VERSION MEDIA, LLC (“**BVM**”), a Wisconsin limited liability company, and the client identified on the face of the Ad Agreement (“**Client**”). Any capitalized term used but not defined in this Addendum shall have the meaning assigned to it on the face of the Ad Agreement. Questions may be directed to: billing@bestversionmedia.com or P.O. Box 505, Brookfield, WI 53008 or (262) 765-0534.

1. “**Ad**” or “**Ads**” means any page or part thereof containing graphics or text proposed by Client, or created by BVM for Client, to be printed on a page or pages in a Publication.
“**Ad Management Fee**” is equal to \$19 per Ad per magazine each month and is not subject to discount or commissions. The Ad Management Fee is related to the cost of managing Client’s Ad each month.
“**Agreement**” or “**Ad Agreement**” means the terms agreed to between the parties in the Ad Agreement, including the number of Monthly Inserts, ad size, pricing, renewals, and terms and conditions.
“**Earned Rate**” is defined as the “Total Monthly Payment” excluding taxes and the Ad Management Fee.
“**Monthly Inserts**” means the number of times that a Client’s Ad will run in a Publication.
“**Publication**” or “**Publications**” means magazines published by BVM.
“**Submission Deadline**” means date of the month identified in the Ad Agreement and is the date that ads and/or expert articles are due for the next edition of a Publication and the date that payment for the ads will be due.
“**Term**” means the date this Agreement is signed and will continue for the number of Monthly Inserts shown on the face of this Agreement (beginning with the first month an Ad is run), plus any subsequent renewals.
“**Total Monthly Payment**” means the total monthly payment payable by Client to BVM. Total Monthly Payment includes an Ad Management Fee. BVM reserves the right to add to the Total Monthly Payment any required government taxes not existing or known at the time the Ad Agreement is signed; however, such additional taxes shall be applied only after written notice is provided to the Client.
2. **Provision of Services.** BVM agrees to sell to Client the monthly insertion of an Ad into a Publication for a Total Monthly Payment.
3. **Payment for Services.** Client shall pay BVM the Total Monthly Payment on or about the Submission Deadline of each month for each Monthly Insert during the Term. Client authorizes BVM to charge Client’s credit card each month, on a recurring basis, for the Total Monthly Payment and all other sums due under this Agreement. “Best Version Media” or “Best Version Med.” —not the name of the Publication—will appear on Client’s credit card or bank statement. Client acknowledges and agrees that it shall be obligated for the full payment of all amounts due under this Agreement and shall have no right to reverse any credit card charge or ACH transaction. Interest will be added to all amounts outstanding more than 30 days after the due date at the rate of 1.5% per month, or the maximum rate of interest allowed by applicable law, whichever is lower. Client represents and warrants that any goods or services purchased by it under this Agreement will be used by Client for business and/or commercial purposes, and not for personal, family or household purposes.
4. **At the expiration of the Term, this Agreement shall automatically renew for the same number of Monthly Inserts as the immediately preceding Term unless Client provides BVM with a written termination notice no later than the Submission Deadline for the last Ad for the Term, or at least 30 days before the expiration of the current Term.** The terms and conditions of this Agreement shall apply to all renewal Terms, subject to such changes or modifications as may be mutually agreed to in a writing between an authorized representative of the Client and the BVM Legal Department (or designated representative of the BVM Legal Department). Authorization may not be given by any other representative or agent of BVM. Such agreed-upon modifications shall apply to any renewal terms. In the event the Monthly Inserts run in non-consecutive months, the renewal term will begin with the earliest month that is consistent with the scheduled insert pattern designated on the Monthly Insert block of the Ad Agreement.
5. **No Cancellation by Client.** This Agreement may not be cancelled by Client before expiration of the Term, except as provided in Section 10 (if applicable), or in the event of BVM’s breach of a material term of this agreement that goes uncured by BVM for more than 30 days after BVM receives written notice from Client identifying the specific material breach.
6. In the event Client is in default of this Agreement (which includes when any payment due hereunder remains outstanding more than 5 days after the Submission Deadline), then: (a) BVM shall have the right to stop publishing Client’s ads in any future Publications; and (b) the total amount of all Total Monthly Payments for the remainder of the Term shall, at BVM’s option, become immediately due and payable.
7. **If No Ad is Provided or Approved by Client.** If, during the Term, an Ad is not published due to the Client failing to provide BVM with an appropriate ad to insert, or material to create an ad, or if the Client refuses to authorize and/or approve an Ad, or because BVM has invoked Section 6(a), then BVM has the right to be paid for those months at the Total Monthly Payment amount regardless of the fact that such Ad was not run. In this event, the total amount of all Total Monthly Payments for the remainder of the Term shall, at BVM’s option, become immediately due and payable. BVM also retains the right to run Client’s previously approved Ad if Client fails to provide BVM with an appropriate ad to insert, or material to create an ad, or if Client refuses to authorize and/or approve an Ad.
8. **Ad Changes.** Client is responsible for communicating, via email only, all ad changes to BVM before the next Submission Deadline. BVM reserves the right to change the Submission Deadline, without authorization by Client, upon providing written notice to Client at least 30



days prior to the new Submission Deadline. BVM reserves the right not to run any Ad that it deems, in its sole discretion, to be defamatory, offensive, contain images or content of a sexual or objectionable nature, infringes trademark or copyright law, or promotes a product or service that is illegal. In the event BVM refuses to run an ad that it deems objectionable under this Section, BVM shall nonetheless be entitled payment of all amounts due and payable under this Agreement, including, without limitation, all Total Monthly Payments. In the event of an error in an Ad that is BVM's fault, the Client's only recourse is a credit for that month or an additional month of advertising at no additional cost. Such Ad errors shall not be considered a breach of a material term of this Agreement.

9. **Ad Approval.** Client agrees that all ad proofs sent by BVM to Client shall be deemed approved unless Client notifies BVM in writing of any objections or changes within 3 days of the proof being sent to Client to the email address Client provides on the face of this Agreement (or such other email address as Client may subsequently designate in writing to BVM).
10. **First Print Publications.** If the "1st Print" box is checked and after 12 months from the date the Agreement is signed the Publication is not in print, the Client may, at its option, void the Agreement. Such notice by Client must be provided to BVM in writing. Client acknowledges that it may take up to 12 months for a First Print Publication to go into print and nonetheless agrees to be bound by this Agreement.
11. Client agrees to indemnify, hold harmless, and defend at its own cost, BVM and its respective officers, members, employees, and agents against any and all claims, losses, damages, costs (including legal fees), and causes of action arising out of the publication of any Ads, including, but not limited to, any third-party claim or lawsuit for libel, plagiarism, copyright or trademark infringement, or any other claim based on the content of the Ad or Anchor/Expert Contributor articles.
12. If Client provides goods or services to a sales representative of BVM as full or partial consideration for an Ad for a Publication ("Trade-Out"), Client acknowledges and agrees that BVM is not responsible for any Trade-Out, BVM is not obligated to honor any Trade-Out, and BVM may refuse to run any Ad for which payment is made in full or in part by a Trade-Out. BVM makes no guarantee of where the ad will be placed within the Publication, unless stated in writing on the Ad Agreement. This Agreement and Client's obligations under this Agreement are not contingent on the Publication's name. Client acknowledges that a Publication's name is subject to change at any time. Further, BVM does not grant any advertising exclusivity in a Publication with respect to the Client's business, services or products.
NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO CONTRARY, BVM DOES NOT WARRANT OR GUARANTEE ANY ADVERTISING RESULTS. BVM MAKES NO GUARANTEES OF PUBLICATION ARRIVAL DATES AND DELIVERY IS SUBJECT TO USPS BULK MAIL SERVICES.
13. **Right to Suspend Publication.** BVM reserves the right to suspend the printing of any Publication up to 6 consecutive months due to events beyond BVM's reasonable control (i.e., acts of God, acts of war or terrorism, strikes, lockouts or other labor conditions, fire, flood, explosion, or other damage to plant or facilities, or absence of normal transportation, mail delivery, or any other cause which is beyond the reasonable control of BVM). In the event of such a suspension, the Client will not be charged the Total Monthly Payment during any months the Publication is suspended; however, the Monthly Inserts shall be tolled for the number of months that the Publication is suspended and will resume when the Publication is once again being distributed.
14. **Protected Rate.** The "Earned Rate" shall not increase during the initial Term, or during any renewal Term, so long as the ad size and type remains the same.
15. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE AGREEMENT, IN NO EVENT SHALL BVM OR ANY OF ITS MEMBERS, OFFICERS, EMPLOYEES, OWNERS OR AGENTS BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHERWISE, EVEN IF BVM HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.
16. **Governing Law and Venue.** This Agreement shall be governed by Wisconsin law. All disputes, controversies, claims, actions, proceedings and counterclaims arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be commenced, tried, and litigated exclusively in the state courts sitting in Waukesha County, Wisconsin, or the U.S. Federal District Court for the Eastern District of Wisconsin. Each Party hereby waives its right, if any, to bring any dispute, controversy, claim, action, proceeding, or counterclaims arising out of or relating to this Agreement before any other court or tribunal. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THE RIGHT TO A TRIAL BY JURY. In the event BVM initiates any suit, action, or proceeding to enforce or interpret the terms and conditions of this Agreement or to collect any sums due BVM under this Agreement, BVM shall be entitled to receive, and Client shall pay, in addition to all other remedies to which BVM may be entitled, the costs and expenses incurred in conducting such suit, action, or proceeding, including reasonable attorneys' fees, expenses, and court costs.
17. **Entire Agreement.** This Agreement constitutes the entire agreement between parties. It is understood that no BVM sales representative is authorized to modify this Agreement or to consent to modification on behalf of BVM. This Agreement may only be modified by mutual agreement in writing between an authorized representative of the Client and the BVM Legal Department (or designated representative of the BVM Legal Department). If any portion of this Agreement shall be deemed unenforceable or invalid, the remainder of the agreement shall remain in full force and effect. Any waiver by BVM of Client's breach must be in writing and shall not constitute a waiver of a subsequent breach. Any delay in the enforcement of this Agreement by BVM shall not constitute waiver. This Agreement shall not be construed against one party or the other based on which party drafted any portion thereof. Client shall deliver all notices regarding this Agreement to BVM in writing and transmitted via email to billing@bestversionmedia.com or another e-mail address or post office address as BVM may designate.



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Ad Agreement

E-262116

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