



Best Version Media

REP: Shannon Schroeder

CLIENT:

Danville District 118
110 E. Williams
Danville IL 61832
Website (URL): https://il.8to18.com/danville/home

CONTACT PERSON: Alicia Geddis

PHONE: 217-444-1004
CELL: 217-474-7334
EMAIL: geddisa@danville118.org

Table with 4 columns: Item, # of Months, Monthly Payment, Submission Deadline. Row 1: BVM Sports Display Ad: [4672] Danville Area Living, Sidebar + Banner, 12, \$90.00, 1st. Row 2: MONTHS: Mar 2022, Apr 2022, May 2022, Jun 2022, Jul 2022, Aug 2022, Sep 2022, Oct 2022, Nov 2022, Dec 2022, Jan 2023, Feb 2023

Total Monthly Payment: \$90.00
This monthly payment includes a 40.0% discount.

Mar 2022, Apr 2022, May 2022, Jun 2022, Jul 2022, Aug 2022, Sep 2022, Oct 2022, Nov 2022, Dec 2022, Jan 2023, Feb 2023

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]

Mark Bacys, Athletic Director - Danville District 118

DATE: 01/18/2022

IP ADDRESS: 174.208.227.139

BROWSER: Mozilla/5.0 (X11; CrOS x86_64 14268.67.0) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/96.0.4664.111 Safari/537.36

ADDITIONAL TERMS & CONDITIONS

BVM SPORTS DISPLAY AD

This online ad agreement ("Agreement") is entered into between Best Version Media, LLC ("BVM"), a Wisconsin limited liability company, and



Best Version Media

Client, BVM and Client shall be referred to as the "Parties." Questions regarding this Agreement may be directed to: billing@bestversionmedia.com.

- 1. BVM's Business.** BVM operates a website, BVMSports.com, that disseminates information related to sports news and discussion (the "Website"). BVM runs Online Ads on its Website. An Online Ad is a graphical and text-based description of an advertised site with a hypertext pointer that, when clicked, moves users from a website to the advertised site designated by the Client ("Online Ads").
- 2. Client's Business and Provision of Services.** Client operates a business and desires to engage with BVM so that BVM will place Online Ads for Client on the Website, and BVM agrees to provide such services pursuant to the terms of this Agreement ("Services") during the Term once the ad campaign has been initiated. Client represents and warrants that 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.
- 3. Payment for Services.** Client agrees to pay the for the Services on or about the Submission/Billing Deadline each month. Client may pay by credit card, ACH transaction, EFT, or check. If credit card payment is chosen, Client authorizes BVM to charge Client's credit card each month, on a recurring basis, for the Total Monthly Online Ad Fee and all other sums due under this Agreement. If Client elects to pay by ACH, Client must submit a check to BVM and Client authorizes BVM to initiate an ACH transaction for the Total Monthly Online Ad Fee each month, on or about the Submission/Billing Deadline, using the routing and account information from Client's check. "Best Version Media" will appear on Client's credit card or bank statement. Interest will be added to all amounts outstanding more than 30 days after the Submission/Billing Deadline at the rate of 1.5% per month, or the maximum rate of interest allowed by applicable law, whichever is lower, until paid in full.
- 4. Auto-Renewal.** At the expiration of the Term, this Agreement shall automatically renew for the same number of months as the immediately preceding Term unless Client provides BVM with a written termination notice 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 writing, between an authorized representative of the Client and BVM.
- 5. Form of Online Ads.** BVM may, in its sole judgment, reject any Online Ad that does not meet the provided specifications, and it reserves the right to reject or terminate the display of an Online Ad if it fails to conform to applicable laws and regulations. BVM may reject or remove an Online Ad that BVM deems unsuitable. Client shall, nonetheless, still be responsible for paying for such Online Ad in the event it is rejected by BVM under this section.
- 6. If No Ad is Provided or Approved by Client.** If, during the Term, an Online Ad cannot be run due to the Client failing to provide BVM with an appropriate ad to run, or material to create an ad, or if the Client refuses to authorize and/or approve an Online Ad, or because BVM has invoked Section 9, on or before the Submission/Billing Deadline, then BVM has the right to be paid for those months at the Total Monthly Online Ad Fee amount regardless of the fact that such Online Ad could not be run. In this event, the total amount of all Total Monthly Online Ad Fees 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 Online Ad if Client fails to provide BVM with an appropriate Online Ad to insert, or material to create an ad, or if Client refuses to authorize and/or approve an Online Ad. If the URL Client submits for linking from the Website does not work, for whatever reason, Client will need to promptly resubmit a working URL. Failure to provide a working URL will not relieve Client of its obligations under this Agreement.
- 7. 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 provided on the face of this Agreement (or such other email address as Client may subsequently designate in writing to BVM).
- 8. No Cancellation.** This Agreement may not be cancelled before expiration of the Term, except in the event of a material breach of this Agreement by BVM.
- 9. Default by Client.** In the event Client is in default of this Agreement (which includes when any payment due hereunder remains outstanding more than 5 days after it is due), then: (a) BVM shall have the right to stop providing Services; and (b) the total amount of all Total Monthly Online Ad Fees for the remainder of the Term shall, at BVM's option, become immediately due and payable.
- 10. No Warranty.** BVM warrants to Client that it will make a reasonable effort to perform Services under this Agreement in a competent manner. BVM does not warrant that it will be able to correct all reported defects for the Online Ads. BVM makes no warranty regarding features or services provided by third parties. BVM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE.
- 11. INTELLECTUAL PROPERTY RIGHTS.** Client represents that it owns its website and the material ad content on its website. Client grants BVM a nonexclusive license to set up and display Client's Online Ad (including any trademarks and service marks shown) and to hyperlink to the advertised site during the term of this Agreement. Nothing in this Agreement grants Client any right to use the name, trademark, or service mark of BVM in any advertisement, sales promotion, or press release without BVM'S prior written approval.
- 12. Limitation of Liability.** If BVM is unable to display the Online Ads at any time during the term of this Agreement due to acts of God, war, riot, strikes, systems or transmission failure, or for any other reason beyond its reasonable control, such failure to display the Online Ads will not constitute a breach of this Agreement; provided, however, that Client may terminate this Agreement if such failure to display the Online Ads continues for more than 20 days. If such failure to display the Online Ads is caused by an act or omission of Client, BVM shall be



entitled to full payment of all Total Monthly Online Ad Fees. If such failure to display the Online Ads is caused by a failure of BVM to meet its obligations, the Client's only recourse is a credit for that month or an additional month of advertising at no additional cost. IN NO EVENT SHALL BVM BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SALES OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS' FEES), EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

13. **Client Warranties.** Client warrants that the Online Ad: Will not violate any foreign, federal, state, or local law or regulation; Will not infringe or misappropriate any copyright, trademark, patent, trade secrets, publicity, or privacy rights of any person or third party in any jurisdiction; Does not contain any material which is unlawful, harmful, abusive, hateful, obscene, threatening, or defamatory. Client agrees to defend, indemnify, and hold harmless BVM, its officers, directors, sublicensees, employees, and agents from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, alleging or resulting from the breach of the warranties in this Section. BVM shall provide notice to Client promptly of any such claim, suit, or proceedings and shall assist Client, at Client's expense, in defending any such claim, suit, or proceeding.
14. **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.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between parties. This Agreement may only be modified by mutual agreement, in writing, between an authorized representative of the Client and BVM. 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.

Revision: *BVMSPORTS1020*. Last Revised: 11/02/2020.