

United Trustees Association

UTA Webpage Advertising Policies and Agreement to Advertise

Term: One year (12 consecutive months from beginning)

Size: **Circle one:** Homepage Banner Ad/ Sponsor's Page Listing Included) -- \$600.00 per year/ \$500 for 2002 Five-Star Members.*

Sponsor's Page Listing (logo/banner & up to 100-words of text description -- \$100.00 per year or free for 2002 Five-Star Members.*

** The advertiser should supply its own text and graphics (banner or logo) for either the sponsor page or homepage banner. The banner or logo cannot exceed a maximum size of 1.25" x 6" in .gif or .jpg format at a resolution of 72ppi. For those advertisers who do not wish to provide their own graphics, logo or banner in this format, there will be an additional \$100 graphics charge to set up the art work provided by the advertiser.*

To Place Your Ad: -- complete the information on this page and return to: United Trustees Association, 2030 Main St., Suite 1300, Irvine, CA 92614. Subject to the terms of the advertising agreement which is incorporated herein.

Company Name _____

Contact Name _____

Address: _____

Phone (____) _____ Fax (____) _____

E-mail: _____

Method of Payment:

Please check one: Enclosed is Check # _____

Charge my Credit Card (Master Card Visa) in the amount of \$ _____
(CTA accepts *only* MasterCard & Visa)

Card No. _____

Expiration date: _____

Print Cardholder's Name

Signature

Graphics Submitted to:

Kevin Hubbard, PLM Lender Services, 577 Salmar Avenue, Campbell, CA 95008 OR
Kevin@plmweb.com

UTA WEBPAGE ADVERTISING AGREEMENT

The Company shown above under "To Place Your Ad" (herein "Advertiser") of the address shown on the preceding page, and United Trustees Association ("UTA") of 2030 Main St., Suite 1300, Irvine CA 92614, as publisher of its Webpage at www.catr trustee.org, in consideration of the promises made herein, agree as follows:

1. Advertising space description: Advertiser agrees to use and Publisher agrees to provide advertising space on the UTA Webpage (herein "the Webpage"), subject to the terms and conditions of this Agreement, described as follows: The term of the advertising space and the size of the advertising space, shall be as indicated and circled on the preceding page. The advertisements posted shall be in black and white.

2. Cost and payments for advertising space: The rates for the advertisements referred to in this Agreement are as set forth on the preceding page. Advertiser shall pay for the advertisement in advance and the term of the agreement shall be twelve (12) calendar months after the advertisement is posted to the Webpage.

3. Content and design of advertising. UTA reserves the right to reject, alter, censor, or refuse any advertising copy, and to cancel this Agreement at any time without penalty to either party in its sole discretion. All banners and sponsor listings are subject to review and approval by UTA. The advertiser should supply its own text and graphics (banner or logo) for either the sponsor page or homepage banner. The banner or logo cannot exceed a maximum size of 1.25" x 6" in .gif or .jpg format at a resolution of 72ppi. Sponsor page listings may contain a logo or banner and text not to exceed 100 words. For those advertisers who do not wish to provide their own graphics, logo or banner in this format, there will be an additional \$100 graphics charge to set up the art work provided by the advertiser. THE NUMBER OF BANNER ADVERTISERS IS NOT LIMITED AT THIS TIME. HOWEVER, UTA RESERVES THE RIGHT TO LIMIT THE NUMBER OF BANNER ADVERTISERS AT ANY ONE TIME.

4. Submission of advertising copy. Advertiser shall submit all advertising copy to the UTA Webmaster at least thirty (30) days prior to the date it is to be posted on the Webpage. Advertiser understands and accepts the fact that an advertisement may not be posted within thirty-(30) days of its receipt by the Webmaster but will, absent extenuating circumstances as outline in paragraph 7 below, be posted promptly following said thirty-day period.

5. Printing errors of UTA. If any advertisement fails to appear on the Webpage as agreed herein, without the fault of Advertiser or any occurrence beyond the control of UTA, UTA shall refund Advertiser's payment for that advertising. UTA assumes no responsibility for a failure to obtain clear impressions of advertisements submitted by Advertiser and cannot guarantee that an advertisement will appear in a particular position on the Webpage selected for advertising.

6. Indemnification. Advertiser assumes full and complete responsibility and liability for the content of all advertising copy submitted, printed, posted and published pursuant to this Agreement, and shall indemnify and hold UTA harmless against any demands, claims, or liability thereon. Advertiser shall reimburse UTA for any amount paid by UTA in settlement of claims or in satisfaction of judgments obtained by reason of posting and publication of advertising copy, and for all expenses incurred in that regard, including, but not limited to, attorney's fees and costs of litigation.

7. Compliance with law and interpretation of contract. UTA shall not be responsible or liable for any damages to Advertiser by reason of a failure to post any advertisement provided for herein because of any labor dispute, war, riot, civil commotion, fire, flood or other occurrence beyond the control of UTA. In such event, Advertiser shall have the option of having the advertisement posted on the Webpage in the future on the terms and conditions contained herein or having no charge made by UTA for the advertisement not posted. Neither party may assign or delegate any duties under this Agreement without the express prior written consent of the other party. This writing contains the entire agreement of the parties. This agreement shall be controlled by and construed under the laws of the State of California. The venue for any litigation arising under this Agreement shall be in Santa Clara County, California. The failure of either party to this Agreement to object to, or to take affirmative action with respect to any conduct of the other which is in violation of this Agreement shall not be construed as a waiver of any such rights.

Webmaster: Kevin Hubbard, phone (408) 370-4030, fax (408) 370-5484, Kevin@plmweb.com