



# OFFICIAL MONTROSE AD OPPORTUNITIES

CONTRACT

This Advertising Contract ("Contract") is entered into between the City of Montrose, Office of Business and Tourism ("City"), a home-rule municipal corporation whose principal address is 433 South First Street, Montrose, Colorado 81401 and the Advertiser ("Advertiser").

### Contract Terms and Conditions

**1. Payment and Collection.** It is agreed that 100% of the total contracted amount shown at the end of this Contract is due upon signing. Please make checks payable to City of Montrose and send them to: City of Montrose, Attn: Office of Business and Tourism, P.O. Box 790, Montrose, CO 81402. If an overdue amount on Advertiser's account is referred to an appropriate agency for collection, Advertiser agrees to pay reasonable collections fees, attorney's fees and court costs.

**2. Cancellation.** If an Advertiser chooses to cancel their advertisement before their contract year ends, the City will retain any payment received, and the corresponding ad space will be filled at City's discretion. To cancel an advertisement prior to the end of the contract year, Advertiser must provide notice to City in writing 30 days in advance.

**3. Ad Materials and Cost.** Any costs incurred by City for Advertiser in preparing its advertisement in addition to the initial ad design and first revision will be billed at \$55/hour. Advertiser understands and agrees that these charges are in addition to the contracted rate for the advertising space.

"Camera-ready materials" are defined as an advertisement that is ready to go directly to the program desired (VisitMontrose.com or Black Canyon Golf Course golf carts) when received by City. Advertiser will be provided opportunity to make corrections to their own camera-ready artwork, provided the final materials are submitted by ad deadline. Ad specifications are contained in the Advertising Opportunities sales sheet. Advertiser acknowledges receipt of the current Advertising Opportunities sales sheet.

All advertisements are accepted and published upon the representation that Advertiser is authorized to publish the entire contents and subject matter thereof. In consideration of the publication of advertisements, Advertiser will indemnify and hold City and its employees, agents, and representatives harmless from and against any loss or expense arising from the publication of such advertisements including, without limitation, those resulting from claims or suits for libel, violation of privacy, plagiarism, or infringement.

**4. Review and Approval.** To preserve the overall quality and presentation of the publication, City reserves the right to recommend and/or require adjustments to ad contents, form, color, illustrations and typography. It is understood that City, at its sole discretion, reserves the right to refuse any advertising that does not conform to the primary audience or intent of the publication. It is the responsibility of Advertiser to review and approve the final advertising materials. City will not be responsible for any errors in advertisements that result from errors in materials submitted by Advertiser. Advertiser's sole remedy for significant errors caused by City shall be to repeat a corrected advertisement in the next

available issue or, at City's election and in its sole discretion, to refund to Advertiser the contracted advertising rate. City shall have no other liability due to any advertising error or any advertisement. Artwork adjustments submitted or requested after Advertiser has approved final artwork or the final artwork deadline has passed will be performed at the sole discretion of City.

**5. Termination of Agreement.** If Advertiser is in default under any provision of this Contract, City may terminate this Contract without prejudice to any of its rights, herein, on five (5) days written notice. This Contract contains the entire agreement and understanding of City and Advertiser and is not transferable. All notices required by this Contract shall be sent to the principal offices of City and to Advertiser at the address on this Contract. This Contract shall be deemed to have been negotiated and entered into, and shall be performed, in Montrose, Colorado. It shall be governed exclusively by the laws of the State of Colorado without regard to its choice of law rules. By executing this Contract, Advertiser represents that it has read and accepted all associated terms and conditions, including, without limitation, those terms and conditions set forth herein. The person executing this Contract represents that they have read and understood the provisions of this Contract and that they have the authority to execute this Contract on behalf of Advertiser.

**In witness whereof,** the parties have caused this Agreement to be executed the day and year set forth below.

### CITY OF MONTROSE

Office of Business and Tourism

\_\_\_\_\_  
Name of Authorized Representative Date

Title: \_\_\_\_\_

### ADVERTISER

\_\_\_\_\_  
Name of Authorized Representative Date

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### CONTACT INFORMATION

**Kailey Rhoten**  
107 S Cascade Ave  
Montrose, CO 81401  
970.240.1423



# OFFICIAL MONTROSE AD OPPORTUNITIES

BLACK CANYON GOLF COURSE

## BLACK CANYON GOLF COURSE

Cart Screen (1 year contract) \$1,000

Advertise your business for one year on the golf cart screens at Black Canyon Golf Course. Your business can choose an available hole to "sponsor" and when a golfer arrives at that hole, their cart screen will display your digital ad. The golfer will be required to acknowledge the ad by tapping the screen to return to the golf course map.

**24,000 rounds played in 2021**

## ARTWORK INFORMATION

*Featured  
1920 X 1080 px*

**Proofing:** If an ad is submitted from the business, the advertising staff will proof to ensure design aligns with the vision and theme. If OBT staff is designing the ad, there will be three opportunities for you to proof the advertising design before placement.

**Ownership:** Advertisers retain all ownership of ads produced by Visit Montrose, and ads may be used elsewhere.

**Complimentary Design:** Ad design is available FREE of charge with each advertising contract\*.

\*See contract for details

- All photos are full-color and must be RGB
- Must submit a web link

## EXAMPLES





# OFFICIAL MONTROSE AD OPPORTUNITIES

DECISION FORM

## PLEASE COMPLETE

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

## YOUR AD CHOICE

**VISITMONTROSE.COM** Name of option  # of Months  Price

**Artwork:** Send High-Res Photo and Write-Up

**BLACK CANYON GOLF COURSE**  \$1,000 (1 year contract)

\*Camera-Ready:  \*\*In-Kind Design:

**TOTAL AMOUNT \$**

\*For camera ready ads, preferred digital file format is (at least 72 dpi or higher) PNG or JPEG (RGB color). All ads submitted must match sizes specified. All OBT style sheet standards must be in place. File name should include Advertiser's name.

\*\*You must supply your logo in a PNG, EPS, AI, or PDF file format with a transparent background, contact information for the ad, any verbaige you would like to

include, and photography and must posses full publishing rights for photographs for both print and digital use by the City in this publication (if applicable). The design services include original design and three opportunity for changes.

I agree to the terms & conditions set forth in this contract.

Signed \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Please e-mail ads to Kailey Rhoten: [kailey@visitmontrose.com](mailto:kailey@visitmontrose.com)