



## The Yorktown Chamber of Commerce

360 Underhill Avenue, Yorktown Heights, NY 10598

914-245-4599 \* [media@yorktownchamber.org](mailto:media@yorktownchamber.org)

[www.yorktownchamber.org](http://www.yorktownchamber.org)

Business Name:	
Full Name:	
Cell Number:	
Email Address:	
Month Of:	

**Note: All Ads will be displayed for a minimum of 15 seconds every hour 24 x 7 during the chosen month.**

Please Select One Option

- ☐ I would like a *Quick (Text Only) Ad* (**PLEASE PROCEED TO SECTION 1**)
- ☐ I would like to *Create My Own Ad* (**PLEASE PROCEED TO SECTION 2**)  
(REQUIRES CUSTOM ARTWORK AND GRAPHIC DESIGN)

### **Section 1**

**Upper Text** (Max 3 Lines / 16 Characters per line)

Upper Text Color (PLEASE CHOOSE ONE):

**Lower Text** (Max 3 Lines / 16 Characters per line)

Lower Text Color (PLEASE CHOOSE ONE):

Background Color (PLEASE CHOOSE ONE):

**\*\*\*PLEASE PROCEED TO SECTION 3**

**Section 2** – You Must Submit Your Custom Artwork With This Option

All Flyers Must conform to the following dimensions (no videos)

File Type: JPG

Format: Landscape

Pixels: 240 x 120

DPI: 72

Max File Size: 100kb

**\*\*\*PLEASE PROCEED TO SECTION 3**

1. **ADVERTISING AND PAYMENT.** The Yorktown Chamber of Commerce, Inc., (CHAMBER) agrees to display the advertisements ("Spot(s)") on the LED sign at the corner of Commerce Street and Routes 202/35, and ADVERTISER agrees to pay the Total Contract Price, in advance, in accordance with the annexed Payment Schedule, each as set forth in this Agreement. Each spot will be displayed for a minimum of 15 seconds per hour for one month, subject to paragraph 2.

2. **NO GUARANTEE OF DISPLAY.** The CHAMBER does not guarantee that spots will be displayed for the minimum number of minutes per hour which are purchased. The CHAMBER will use its best efforts to display the spot for time purchased, but the CHAMBER reserves the right to reduce the number of times and frequency of display of the spot in the event of emergency announcements by the Town which pre-empt CHAMBER usage of the LED sign, or if the LED sign is disabled by reasons beyond the CHAMBER's control.

3. **NO REFUNDS.** There will be no refunds. The CHAMBER will not be responsible for any damages sustained by the ADVERTISE. If the CHAMBER is found to be liable to the ADVERTISER for any damages, such damages shall be limited to the amount paid by the ADVERTISER to the CHAMBER.

4. **CANCELLATION.** The CHAMBER reserves the right to cancel this contract for any reason, on three days' notice to the ADVERTISER, and the CHAMBER's sole obligation shall be to refund the purchase price to the ADVERTISER, pro-rated for the number of days in the month that the contract was in effect.

5. **INDEMNITY—SPONSOR.** The ADVERTISER will indemnify and hold the CHAMBER, and its officers, directors, employees and agents, harmless from and against any and all claims, liabilities, damages, costs and expenses, arising out of any copy furnished for display by the ADVERTISER and included in the Spot(s). The ADVERTISER assumes full and complete responsibility and liability for the content of all copy submitted and transmitted pursuant to this Agreement, and shall indemnify and hold BROADCASTER harmless against any demands, claims, or liability arising from the use of the copy. The ADVERTISER shall reimburse the CHAMBER for any amount paid by the CHAMBER in settlement of claims or in satisfaction of judgments obtained by reason of transmission of advertising copy, and for all expenses incurred in that regard, including, but not limited to, attorney's fees and costs of litigation. The provisions of this section shall remain effective and inure to the benefit of the respective parties notwithstanding the expiration, cancellation, or termination of this Agreement.

6. **GOVERNING LAW.** This Agreement will be interpreted in accordance with the law of the State of New York, which is hereby designated as the jurisdiction and venue for the resolution of any disputes that may arise hereunder.

7. **WAIVER, ASSIGNMENT, AND ENTIRE AGREEMENT.** The failure of either party to object to, or to take affirmative action concerning, any conduct of the other that is in violation of these terms shall not be construed as a waiver of the right to object or to take affirmative action with respect to that conduct or with respect to any future breach of this Agreement or other wrongful conduct. Neither party may assign any rights 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. No representations were made or relied on by either party, other than those expressly set forth in this Agreement. No agent, employee, or other representative of either party is empowered to alter any of these terms unless the alteration is effected through a writing signed by an executive officer of each party.

### Section 3: Submission & Payment

## ALL ITEMS MUST BE COMPLETED IN THIS SECTION TO GUARANTEE PROPER SUBMISSION

1. The MONTHLY advertising fee will be \$100.00. Please click **HERE** to make your payment. You will be taken to our payment portal
2. Print your Full Name and accept the agreement below.
3. Submit this COMPLETED form to [media@yorktownchamber.org](mailto:media@yorktownchamber.org)

Please Type Your Name Above

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By Checking This Box, I agree to the terms and conditions set forth in this agreement and will be the equivalent to my signature