



## WEBSITE ADVERTISING CONTRACT FOR BLACK METHODISTS FOR CHURCH RENEWAL, INC.

### **RESPONSIBILITIES OF BMCR, Inc.**

BMCR agrees to display the Advertiser's business name or logo and link, if available, (Advertisement, collectively hereafter) on the specified pages of the [www.bmcrumc.org](http://www.bmcrumc.org) website for a period of no less than 30 days or as otherwise specified under the terms and conditions of this Agreement.

### **RESPONSIBILITIES OF ADVERTISER**

The Advertiser agrees to supply a suitable advertisement complete with signed Agreement and payment for the right to advertise on the BMCR website for a period of no less than 30 days or as otherwise specified and further agrees to abide by the provisions of this Agreement.

### **DEFINITIONS**

**Advertisement** shall mean digital image of Advertiser's business name or logo, advertisement image or wordings of 75 characters and Link, if available, to be supplied by Advertiser.

**Advertiser** shall mean any business, organization or agency.

**Link** shall mean an electronic connection connecting an Advertiser's displayed advertisement to Advertiser's business website or third-party site.

**Effective Start Date** is determined by BMCR and shall mean the actual date the Advertisement begins being displayed and also represents the official commencement of this Agreement

### **CONTRACT TERM**

Following receipt of payment and acceptable digital image, the Advertisement will commence being displayed on the specified pages within a reasonable amount of time and will continue to be displayed for a period of no less than 30 days or as otherwise specified, of the contract from that day forward. The date at which the Advertisement is first displayed shall also be known as the effective start date of this Agreement. Once the term of the contract has expired, Advertiser must sign a new Agreement.

### **PAYMENT**

Advertiser shall pay to BMCR, seventy-five dollars (\$75.00), per month in exchange for the right to have posted Advertiser's business name or logo, advertisement image or wordings of 75 characters and Link, on the [www.bmcrumc.org](http://www.bmcrumc.org) website for a period of no less than 30 days or as otherwise specified in accordance with the provisions of this Agreement. Any money paid to the BMCR by the Advertiser will be fully refundable, if any, up to 10 days before the Effective Start Date.

### **RIGHT TO REFUSE UNACCEPTABLE ADVERTISING**

BMCR reserves the right to refuse any Advertisement that does not completely conform to the guidelines that may be instituted by BMCR. BMCR will not accept advertising from companies that produce, sell or specifically advertise pornographic products or services or any other advertising which may be considered inappropriate in the judgment of BMCR.

BMCR reserves the right to define "inappropriate" in this context. This Agreement shall be considered null and void if it is discovered that Advertiser has failed to disclose any involvement contrary to the intent of this paragraph and any remaining dollar amount representing any unused advertising shall be forfeited.

### **STATISTICS**

BMCR makes no guarantee regarding the absolute accuracy of any of its published or unpublished statistics. BMCR shall not be held liable for any claims as they relate to any statistics, usage, or otherwise. BMCR is not required to provide Advertisers with usage statistics.

### **TRUTH IN ADVERTISING/INDEMNIFICATION FOR LIABILITY**

Advertiser is solely responsible for any legal liability arising out of or relating to (1) the Advertisement, and/or (2) any material to which users can link to through its Advertisement. Advertiser warrants that the Advertisement and Link supplied comply with BMCR advertising standards; that it holds the necessary rights to the Advertisement and Link, if applicable, and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.

Advertiser agrees to indemnify BMCR and to hold BMCR and its assigns harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by BMCR, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

### **LIMITATION ON DAMAGES**

In no event shall BMCR be liable to Advertiser for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not BMCR has been advised of the possibility of such damage.

### **HOLD HARMLESS**

The Advertiser agrees to hold BMCR and/or its assigns harmless for content of its advertising. Advertiser further agrees to indemnify BMCR from any and all claims and/or damages arising from its advertising.

### **DISCLAIMER**

The BMCR and its assigns shall be held harmless for the unintentional and temporary interruption of an Advertisement due to unforeseeable circumstances beyond its scope of normal control.

### **ASSIGNMENT**

Advertiser shall not assign this Agreement to a third party without first obtaining the written consent of the BMCR. Any attempt to assign this Agreement without such consent shall render it null and void and any remaining dollar amount representing any unused advertising shall be forfeited.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

### **ENTIRE AGREEMENT**

This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, provided that all pricing will be governed by BMCR's pricing information, whether printed on paper or electronically. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

### **ATTORNEY FEES**

In the event of any dispute or default as to the terms of this Agreement, the prevailing party shall be entitled to recovery of reasonable attorney fees and costs in addition to any damages occasioned thereby.

Please print this order form, fill out, sign and date in all applicable areas, and mail with enclosed payment to: BMCR, Inc., 201 Eighth Avenue South, Nashville, TN, 37203-3919 or pay online [www.bmcrumc.org](http://www.bmcrumc.org)

Please email all advertising graphics and wording to: [bmcr@umpulishing.org](mailto:bmcr@umpulishing.org)

If you have any questions, please contact us at: [bmcr@umpulishing.org](mailto:bmcr@umpulishing.org) or 615-749-6351.

Thank you for your loyal and faithful support!

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BMCR, Inc.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative