



2022 Advertising Agreement

Terms and Conditions

Please read the following Terms and Conditions carefully. By completing the advertising form, selecting you agree to the terms and submitting your request, you hereby agree to be bound by these terms and conditions and all terms incorporated herein by reference. It is the responsibility of you, the customer to read the terms and conditions before proceeding to the submission process of your advertising request. Within the submission of your advertising request, you are granting a partnership with Visit Red Wing (the Red Wing Visitors and Convention Bureau) to support marketing initiatives for the business you represent.

This Visit Red Wing Advertising Agreement is entered on the day of your online advertising submission. By agreeing to the Terms, you confirm you are of legal age and represent an ethical business.

Note: The form you are completing and submitting serves as an agreement between your business and the Red Wing Visitors and Convention Bureau. Any descriptive listings will be edited by the RWVCB for content, consistency, and length.

BACKGROUND AND INTENT

Whereas, Visit Red Wing develops, manages and produces the 2022 Red Wing Visitor Guide, a publication, for the purpose of marketing Red Wing as a welcoming destination suitable for business, leisure and group travel. While fulfilling the mission to communicate accurate information, the organization will coordinate with partners and other entities to achieve the best results.

Whereas, maximizing all promotional efforts by receiving content from the customer through the online submission process and establishing relationships to achieve high results.

Whereas, the intent of this agreement is to provide advertising opportunities to businesses and the advertising community who choose to participate and display advertisements within the Visit Red Wing print and digital real estate.

Whereas, it is in the best interest of the partners to advertise within the Visit Red Wing advertising space for the purpose of conveying information to residents and travelers at large, with the intent of not underbidding or providing inequitable competition with other local sources of advertising interests.

Now, Therefore, in consideration of the foregoing and other valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

PAYMENT FOR ADVERTISING SPACE: As described within this agreement, Advertiser agrees to submit payment, to Visit Red Wing (the Red Wing Visitors and Convention Bureau), for advertising placement that is individually, rightfully selected. Upon selecting the advertising package of choice, you agree to the annual rate specified on the Advertiser Agreement submission form. You are required to submit payment in full for all advertising real estate no later than October 1st, 2021. If, financial restrictions prohibit you to make a payment in full by October 1st, 2021, a payment schedule may be authorized. In order to qualify for a payment schedule, you must submit a request via email to the Visit Red Wing Executive Director (Paige@RedWing.org) by September 20th, 2021. Payment schedule may not exceed 3 months past the original due date of October 1st, 2021, date, whereas all remaining balances must be paid by January 1st, 2022. If you choose not to adhere to these conditions, all advertising placements will be removed, and all marketing efforts will cease. There are no conditions authorizing a reimbursement or grace periods for late payments.

ADVERTISING PLACEMENT: An Advertiser may purchase multiple ad packages within the 2022 Visitor Guide. All advertising packages include a directory listing and additional presence within the RedWing.org website. Additional placements at no extra charge may include, but not limited to, various social media channels, newsletters, and printed correspondence used for advertising and broader marketing efforts in and outside Red Wing. RWVCB reserves the right to perform digital research testing in order to continually improve the online visitor experience and advertiser performance results. Testing may alter sequential listing display order at any time.

RIGHT TO REFUSE UNACCEPTABLE ADVERTISING: The purpose of this advertising program is to maximize the opportunities present to residents, visitors and group tours within Red Wing. Visit Red Wing will not accept advertising that directly or indirectly supports or opposes a particular candidate, political cause or issue or that advocates or opposes a particular religion or religious belief. Acceptable advertising will only reflect favorably upon Red Wing's Tourism. Advertising may include the promotion of the City of Red Wing and surrounding areas as destinations for tourists or future residents.

TRUTH IN ADVERTISING/INDEMNIFICATION FOR LIABILITY: Advertiser is solely responsible for any legal liability arising out of or relating to the Advertisement, and/or such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, 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 Visit Red Wing and to hold Visit Red Wing harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by Visit Red Wing, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

ASSIGNMENT: Advertiser may not assign this Agreement, in whole or in part, to any subsidiary company. This agreement is set forth as a result of the advertising agreement. Any attempt to assign this Agreement without such consent will result in this Agreement being null and void.

CANCELLATION: The Red Wing VCB shall have the right to cancel this agreement by providing five (5) days written notice for any breach of this agreement by Advertiser. In addition, this agreement shall immediately terminate and both parties shall be relieved from all further obligations hereunder as set forth in other provisions of this agreement or in the event a court of competent jurisdiction declares this agreement invalid.