



# ONLINE SPONSORSHIP INSERTION ORDER

DATE:

## SPONSOR INFORMATION

Company Name			
Contact Name			
Title			
E-Mail:			
Phone			
Street Address:			
City		State	
		ZIP	

## RUN-OF SITE BANNER ADS:

*3 month minimum*

Small Square     \$ 40/month x \_\_\_\_\_ months = \_\_\_\_\_ TOTAL

Rectangle     \$100/month x \_\_\_\_\_ months = \_\_\_\_\_ TOTAL

Large Square     \$150/month x \_\_\_\_\_ months = \_\_\_\_\_ TOTAL

## TRAINING MODULE SPONSORSHIP:

*6 month minimum*

Choose Module:

- Sound & Your Ears      Science of Sound      Signal Flow and the Recording Chain  
 Microphones      Recording Direct

\$200/month x \_\_\_\_\_ months = \_\_\_\_\_ TOTAL

## TRAINING VIDEO PRE&POST ROLL AD :

*6 month minimum*

Choose Video:

- Cable Wrapping      Microphone Pickup Patterns      Microphone Stand Primer

\$100/month x \_\_\_\_\_ months = \_\_\_\_\_ TOTAL

## PRODUCT DEMO :

*6 month minimum*

\$300/month x \_\_\_\_\_ months = \_\_\_\_\_ TOTAL

**TOTAL INSERTION ORDER = \_\_\_\_\_**

**E-MAIL TO: [twinston@womensaudiomission.org](mailto:twinston@womensaudiomission.org) or FAX TO: (415) 684-7717**

**Terms and Conditions**

**Grant of License.** During the Term, Sponsor grants to WAM the non-exclusive right to use and otherwise exploit the advertisement as described in the Insertion Order ("Advertisement") via WAM's Sound Channel website ("Website").

**Acceptance.** WAM shall have sole discretion to accept the Advertisement for display on the Website or otherwise request modifications.

**Fees.** Sponsor agrees to pay all fees described in the Insertion Order within 30 days of invoice. Invoice will be sent upon Acceptance of the Advertisement by WAM.

**Term and Termination.** The term of this Agreement shall commence upon the publication date of the Advertisement and shall continue for the term stated in the Insertion Order ("Term"). WAM will have the right to terminate this Agreement if Sponsor commits a breach not cured within ten (10) days upon WAM's notice to Sponsor of such breach. Notwithstanding, in the event WAM receives notice of potential defamation or infringement of third party rights due to the display of the Advertisement, WAM shall have the right to immediately remove the Advertisement. Sponsor shall have the right to terminate this Agreement at any time upon written notice to WAM; however, no fees will be refunded if Sponsor cancels the Agreement after publication of the Advertisement.

**Delivery and Position.** Sponsor will deliver the Advertisement to WAM in accordance with the terms in the Insertion Order. Advertisements will be positioned on the Website in WAM's discretion. Sponsor may request special positioning for an additional fee.

**Representations and Warranties.** Sponsor hereby represents and warrants:

- i. Sponsor owns and controls all rights in and to the Advertisement as necessary for WAM to exploit the rights granted by Sponsor to WAM hereunder;
- ii. The Advertisement does not and will not infringe or violate any intellectual property rights, including but not limited to any copyright or trademark, or rights of any third party, including the right to publicity; the Advertisement does not contain defamatory material; and the Advertisement does not contain obscene material or otherwise offensive material, as reasonably determined by WAM taking into account WAM's mission and industry standards;
- iii. No adverse claim(s) exist(s) with respect to the Advertisement;
- iv. WAM shall have no obligation to make any payment to any third party for WAM's exploitation of the rights granted by Sponsor hereunder; and
- v. Sponsor has the full and exclusive right and authority to enter into this Agreement and to make the grant and representations, warranties and agreements contained herein and that the consent of no third party is required for WAM to fully exercise its rights hereunder.

**Indemnification.** Sponsor agrees to indemnify, defend and hold harmless WAM (including its affiliates), and all respective officers, directors, employees and agents, from and against any loss, damage or expense, including reasonable attorneys' fees, suffered or incurred as a result of a third party claim relating to any breach or alleged breach of this Agreement by Sponsor, including without limitation Sponsor's representations and warranties.

**Ownership.** As between Sponsor and WAM: (i) Sponsor owns the Advertisement; and (ii) WAM owns all intellectual property rights in and to the Website. For clarity, no ownership interest is granted by any provision of this Agreement to either party. All rights not specifically granted hereunder are retained by the relevant party.

**Miscellaneous.** Sponsor may not assign this Agreement without the prior written consent of the other. This writing constitutes the entire understanding of the parties and will be binding upon and inure to the benefit of the parties, their heirs, executors, legal representatives, successors, and assigns. No other agreement, written or oral, express or implied, exists between the parties. Any modification or waiver of this Agreement must be in writing, signed by both parties. The waiver by one party of a breach of any provision of this Agreement by the other party will not operate or be construed as a waiver of any subsequent breach by such party. This Agreement shall be governed by the laws of the State of California. Each party hereby represents and warrants that it will comply with all applicable, local, state, provincial, and national laws and regulations. This Agreement may be signed in counterparts and fax and photocopies may be used as an original.

By signing this Agreement, Sponsor agrees to all terms and conditions stated in this Insertion Order:

**ACCEPTED AND AGREED TO:**

By: \_\_\_\_\_

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

Date: \_\_\_\_\_