

**Current Banner Ad Rates for “A Show of Hands: A Celebration of Deaf Theatre”  
website:**

<b>Number Of Months</b>	<b>Cost Per Month</b>
1	\$100.00
3	\$75.00
5	\$50.00

Current rates as of 6/1/2005. Prices subject to change without notice. These prices reflect ad banners displayed throughout the Festival site, except for the homepage and several secondary information-specific pages.

**Banner Specifications:**

- GIF, GIF 89a or JPEG image format
- Non-Transparent Image
- Size is 120 pixels wide x 120 pixels high
- Size is 120 pixels wide x 240 pixels high
- Size is 160 pixels wide x 90 pixels high
- Size is 180 pixels wide x 90 pixels high
- Animation is allowed in graphic
- Graphic size must be 10Kb or less
- Banners should include "Alt Text" in case of failure to load
- Only one banner can be used at any given time
- HTML, Flash and JavaScript ads are also welcome.

**Payment Methods:**

Money Order, Company or personal check gladly accepted. (Please, no cash) Checks should be made payable to: **VSA arts of Massachusetts**. Payment must be received 10-14 days before start date of ad campaign. You will receive an email invoice, and then a hard copy of the contract and invoice will follow after payment is received.

**How to Place Your Ad:**

This is Target Marketing at it's finest, and at rates that just can't be beat. Don't waste your advertising dollars on banner ads that reach people that couldn't care less about your products & services. Our visitors are interested in what you have to offer. Get listed on our pages today, and get on top of your marketing plans!

1. Fill out our [Advertiser Contract and Form](#) right now
2. Email your banner as an attachment to [info@deaftheatrefest.com](mailto:info@deaftheatrefest.com)

# **“A Show of Hands: A Celebration of Deaf Theatre” WEB SITE ADVERTISING CONTRACT**

Please print out this page, sign in all applicable areas, and mail to:

Deaf Theatre Festival c/o VSA arts of Massachusetts

2 Boylston Street #211

Boston, MA 02116

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VSA arts of Massachusetts agrees to display an advertising banner for the Advertiser with a link from the banner to the Advertiser's page. This banner shall be displayed on random pages of the *A Show of Hands: A Celebration of Deaf Theatre* Web Site. The banner will continue to be displayed for the duration of the contract.

The Advertiser agrees to supply an ad banner(s), and information of where to link the banner to. The Advertiser shall forward a signed contract and payment in advance of advertising for 1, 3, or 5 months only.

The advertiser agrees to hold harmless VSA arts of Massachusetts for content of their advertising.

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PARTIES: Pursuant to this binding agreement **deaftheatrefest.com**, also known as **VSA arts of Massachusetts** 2 Boylston Street #211 Boston, MA 02116, and **Advertiser**, also known as \_\_\_\_\_ of \_\_\_\_\_, Advertiser shall pay to VSA arts of Massachusetts \$ \_\_\_\_\_ and VSA arts of Massachusetts shall reserve \_\_\_\_\_ guaranteed months of Advertising Space on the **deaftheatrefest.com** web site.

## DEFINITIONS:

"Advertising Space" means one Advertisement, stored on the **deaftheatrefest.com** web site, with a defined Start Date.

"Advertisement" means the graphic file(s) supplied by an Advertiser, which can be selected by a user as a Link.

"Link" means a request for information from a server other than the **deaftheatrefest.com** web site's server.

"Slot" means an HTML page which may include a deaftheatrefest.com Advertising Space and the Sponsor's Advertisement.

**PAYMENT:** VSA arts of Massachusetts reserves the right to hold Advertiser and its authorized advertising agent jointly and severally liable for any and all amounts owed.

**RIGHT TO REFUSE UNACCEPTABLE ADVERTISING:** VSA arts of Massachusetts reserves the right to refuse any advertisement sponsorship banner that does not completely conform to every detail, instruction, method, and guideline set in the Technical Specifications and other information provided which can be found on the **deaftheatrefest.com** Web Site. VSA arts of Massachusetts reserves the right to refuse any advertisement graphic that does not arrive seven days before the Advertiser would like the banner to be produced online. **Deaftheatrefest.com** does not accept advertising from companies that produce or provide tobacco, alcohol, or pornographic products or services (which VSAM shall have complete discretion to define), or their subsidiaries, or foundations funded by such companies whose function is to improve acceptance of such products by the public. This Agreement is voidable by **VSAM** immediately if Advertiser fails to disclose (or conceals or misrepresents) any involvement with tobacco, alcohol, or pornographic products or services. In addition, **VSAM** may in its complete discretion refuse the use of any other advertising that it deems appropriate.

**USAGE STATISTICS:** **VSAM** MAKES NO GUARANTEE TO ANY PUBLISHED NUMBERS AT ANY GIVEN TIME. **VSAM** SHALL NOT BE HELD LIABLE FOR ANY CLAIMS AS THEY RELATE TO SAID USAGE STATISTICS. **VSAM** 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 through the Advertisement. Advertiser represents and warrants that the Advertisement and Link comply with **VSAM**'s advertising standards; and that it holds the necessary rights to permit the use of the Advertisement and Link by **VSAM** for the purpose of this Agreement; 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 antidiscrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify **VSAM** and to hold **VSAM** harmless from any and

all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by **VSAM**, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties. Advertiser agrees to request that **VSAM** be listed as an additional insured on any policy issued to Advertiser pursuant to which there could be coverage for any of the forms of legal liability described in this paragraph.

LIMITATION ON DAMAGES: IN NO EVENT WILL **VSAM** BE LIABLE TO SPONSOR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT **VSAM** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

ASSIGNMENT: Advertiser may not assign this agreement, in whole or in part, without **VSAM's** written consent. Any attempt to assign this Agreement without such consent will be null and void.

GOVERNING LAW: This Agreement will be governed by and construed in accordance with the laws of the State of Massachusetts.

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 **VSAM's** Pricing Information, whether printed on paper or electronically. The terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

\_\_\_\_\_  
Authorized Advertiser Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
VSA arts of Massachusetts Representative

\_\_\_\_\_  
Date

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**A Show of Hands: A Celebration of Deaf Theatre BANNER  
ADVERTISING ORDER FORM**

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

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

City, State: \_\_\_\_\_

Zip Code, Country: \_\_\_\_\_

Advertising Contact Name: \_\_\_\_\_

Advertising Contact Email: \_\_\_\_\_

Advertising Contact Video  
Phone #: \_\_\_\_\_

Advertising Contact Web site: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_

Billing Contact Fax Number: \_\_\_\_\_

Billing Contact Email: \_\_\_\_\_

Billing Contact Video Phone #: \_\_\_\_\_

Billing Contact Web site: \_\_\_\_\_

URL to Link to: \_\_\_\_\_

Banner Name: \_\_\_\_\_

Alt Image Text: \_\_\_\_\_

Please email all advertising graphics to [info@deaftheatrefest.com](mailto:info@deaftheatrefest.com)

Upon completion of this Agreement and Advertising Order, please sign and mail to

- VSA arts of Massachusetts
- C/o Bonnie S. Kaplan
- 2 Boylston Street #211
- Boston, MA 02116

If you have any questions, please contact us by email at [info@deaftheatrefest.com](mailto:info@deaftheatrefest.com).