



LONG ISLAND  
MACARTHUR  
AIRPORT

# Website Advertising Agreement

[www.flyLIMA.com](http://www.flyLIMA.com)

## **A. ADVERTISER INFORMATION**

Advertiser Name (“Advertiser”): \_\_\_\_\_

Advertiser Address: \_\_\_\_\_

Contact Name/Phone: \_\_\_\_\_

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

Company Logo: \_\_\_\_\_

Company Website Link: \_\_\_\_\_

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## **B. REQUESTED ADVERTISING SPECIFICATIONS**

Ad Type: Fixed or Rotating (max 3 rotating Ads per ad location number)

Flash & Animation: Not Allowed

Resolution: 72 DPI Advertisement

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

Term Requested (circle one): Three (3) months @\$ \_\_\_\_\_

Six (6) months @\$ \_\_\_\_\_

Start Month: \_\_\_\_\_ End Month: \_\_\_\_\_

Advertisement Content: \_\_\_\_\_

**THIS AGREEMENT**, made and entered, effective as of the \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the Town of Islip, a municipal corporation organized under the laws of the State of New York with its address at 655 Main St., Islip, NY 11751 (the “Web Site Owner;” “Town”) and the Advertiser as specified above, with the address stated above.

**WHEREAS**, the Web Site Owner owns and operates a certain web site identified as [www.flyLIMA.com](http://www.flyLIMA.com) (the “Web Site”);

**WHEREAS**, Advertiser desires to have banner advertisements (“Advertisements”) placed on the Web Site to promote its goods or services.

**NOW, THEREFORE**, Web Site Owner and Advertiser agree as follows:

### **1. Scope of Services**

Web Site Owner will display Advertisements on the Web Site and other pages linked thereto.

### **2. Term and Termination**

Unless terminated as provided herein, this Agreement shall extend during the period identified above. Either party may terminate this Agreement with or without cause upon thirty (30) days’ written notice. Termination for breach will not alter or affect the terminating party’s right to exercise any other remedies for breach.

**3. Manner of Display and Acceptable Content Description of Advertisement Services:**

A. Until this Agreement is terminated according to its terms, the Advertisements will be displayed on the pages of the Web Site as identified above, depending on the availability of space. Advertisement(s) will appear on Web Site in areas designated by the Commissioner of the Town of Islip Department of Aviation and Transportation, or designee. In the event multiple entities request the same position on the Web Site then the Town may, at its discretion, enable a rotating bar allowing for more than one advertisement; this bar would change with each page click or refresh by website viewers.

B. Advertiser will provide all artwork as well as link information for the Advertisements.

C. All Advertisements must conform to standards promulgated from time to time by Web Site Owner. Any failure of an Advertisement or of the site linked thereto to conform to those standards will constitute a breach of this Agreement.

D. Web Site Owner reserves all rights to determine whether artwork or other content submitted for the Advertisements is acceptable for use on the Web Site. Web Site Owner may, in its sole discretion, refuse the use of any Advertisements. Advertisement may contain: logo, slogan, individual company website link or other contact information customers may find necessary to use the service. Advertising may not contain: copy that is misleading, indecent, sexually explicit, libelous, unlawful or infringes on the rights of a third party.

**4. Price and Payment**

Advertiser will compensate Web Site Owner for the Advertisements on the terms and times for payment set forth in Exhibit

A. Web Site Owner reserves the right to seek recovery of any overdue amounts from either or both Advertiser and any of its authorized advertising agents.

**5. Relation of Parties**

The performance by Web Site Owner of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between Web Site Owner and Advertiser, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

**6. Warranty**

The Advertiser warrants that its advertisement does not infringe on the copyright or other intellectual property rights of any third person, business or corporation. The Advertiser further warrants that its Advertisement does not contain any libelous or slanderous materials, does not invade anyone's privacy, nor contain any obscenity. The Advertiser warrants that it has the unrestricted right to use all trademarks, service marks, logos, graphics, portraits, photographs, pictures and artwork contained in the Advertiser's Advertisement. This Section shall remain in effect after termination of this Agreement.

**7. Limited Warranty**

In the event of an error or omission caused by the Web Site Owner, the Web Site Owner will correct the Advertising within the usual time frame for updating the Web Site, after receiving notice from the Advertiser of the error or omission. Errors or omissions caused by any other party, including Advertiser shall be corrected upon payment of fee described herein. In order to avail itself of the correction remedy, the Advertiser must make a written claim of such an error or omission to Web Site Owner. Where such error or omission is due solely to an action of the Web Site Owner then the Advertisement placement shall extend at no additional charge for a period equal to the date of receipt by Web Site Owner of notice of the error or omission until correction of the error or omission as described in the notice. The Advertiser shall not be entitled to any other compensation for such error or omission due to Web Site Owner. The above limited remedies shall apply to all claims, causes of action, damages, fines, penalties or liabilities that the Advertiser may have against Web Site Owner, including but not limited to, claims based on breach of contract, torts (such as negligence or recklessness), or product liability.

**EXCEPT FOR ANY WARRANTY EXPRESSLY MADE BY WEB SITE OWNER PURSUANT TO THIS AGREEMENT, WEB SITE OWNER HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, THE IMPLIED WARRANTY OF QUALITY OF ANY COMPUTER PROGRAMS, ANY AND ALL IMPLIED WARRANTIES OF INFORMATIONAL CONTENT, AND ANY AND ALL WARRANTIES AS TO ANY EFFORT MADE TO ACHIEVE A PARTICULAR PURPOSE. WEB SITE OWNER MAKES NO WARRANTY THAT THE WEB SITE IS FREE OF VIRUSES OR POTENTIALLY DAMAGING CODE.**

Notwithstanding anything in this Agreement to the contrary, in no event will Web Site Owner or its employees or agents be liable for any damages or expenses caused by system failure caused by any on-line service or computer system failure, or

by any transmission, access or communication problems. Notwithstanding anything in this Agreement to the contrary, Web Site Owner is not responsible for the quality of the Advertiser's advertising to the extent that it may be affected by any operating systems, networks, independent display mechanisms or access to on-line services. In no event will Web Site Owner be liable for any consequential, exemplary, incidental, punitive or special damages arising out of this Agreement, including, but not limited to, loss of profit, loss of data or the cost of any alternative forms of advertising, whether based on breach of contract, tort (including negligence or recklessness), product liability or otherwise, even if Web Site Owner is informed in advance of the possibility of such damages. Web Site Owner's total liability under this Agreement is limited to the payments received by Web Site Owner from Advertiser hereunder for the current term of this Agreement only.

**8. Indemnification**

The Advertiser agrees to defend, hold harmless and indemnify Web Site Owner, its employees and agents for any and all claims, causes of action, damages, demands, fines, liabilities and penalties arising out of the Advertiser's breach of any warranty made by the Advertiser pursuant to this Agreement. The Advertiser further agrees to defend, hold harmless and indemnify Web Site Owner for any and all claims, causes of action, damages, demands, fines, liabilities and penalties arising out of the Advertiser's negligent or reckless acts or omissions arising out of this Agreement.

**9. No Approval or Endorsement By Web Site Owner**

The Advertiser acknowledges that Web Site Owner does not approve, endorse or sponsor any product or service contained in the Advertiser's Advertisement. The Advertiser will not make any representation that Web Site Owner approves, endorses or sponsors any of the Advertiser's products or services. The Advertiser also understands that Web Site Owner does not approve, endorse or sponsor any person or company used by the Advertiser for creative, design or other services, even if the Advertiser was referred to such person or company by Web Site Owner. The Advertiser acknowledges that Web Site Owner may publish advertising of any other entity in the Web Site. Nothing in this Agreement shall be construed to mean or imply that the Advertiser has any license to use any Web Site Owner trademark, service mark, logo or trade name.

**10. Notice**

Any notice, consent or other communication hereunder shall be in writing and shall be deemed to have been duly given only if sent by means of registered or certified mail with postage prepaid to the addresses provided at the beginning of this agreement.

**11. Entire Agreement**

This Agreement constitutes the entire Agreement between the parties respecting its subject matter, and supersedes all prior agreements, proposals, negotiations, representations and communications relating to the subject matter. There are no agreements, understandings, representations, warranties or commitments, except as set forth herein. This Agreement may be amended only by an instrument in writing executed by the parties hereto.

**12. Severability**

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**13. Waiver of Breach**

The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. All waivers must be in writing and signed by the party waiving its rights.

**14. Governing Law**

This Agreement shall be accepted and construed in accordance with the laws of the State of New York with venue of any action or proceeding in Suffolk County, New York.

**15. Counterparts**

This Agreement may be executed in more than one counterpart and each counterpart shall be construed as an original.

TOWN OF ISLIP

ADVERTISER

\_\_\_\_\_ [insert name]

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

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

Name: Teresa Rizzuto

Name:

Title: Commissioner of Department of  
Aviation and Transportation

**EXHIBIT A**  
**Price and Payment Terms**

1. Cost: the cost for advertising on the website is structured as follows:

**Homepage:**

\$300 per month for space that is 125 by 125 pixels and located above the blue navigation bar

\$300 per month for a space that is 120 by 600 pixels and located on the right-hand side opposite the main story

\$200 per month for 120 x 300 pixels and located on the right-hand side opposite the main story if above slot is split in half.

\$200 per month for space that is 125 by 125 pixels and located below the blue navigation bar

\$200 per month for a space 75 by 200 pixels located in the blue bar at the bottom of the page

**High Traffic Pages:**

\$250 for any of the following spaces on the flight information page (where available): 120 pixels x 600 pixels, 125 pixels x 125 pixels.

\$250 for the following spaces on the airlines page: 120 pixels x 600 pixels, 125 pixels x 125 pixels.

\$150 for User Position 7, 8, OR 9

**Interior Pages:**

Advertisements on any page not previously defined will be charged the following rates:

Right Position Full Bar (120 by 600 pixels), \$200

Right Position Half bar (120 by 300 pixels), \$125

User Position 7, 8 OR 9 (75 by 200 pixels), \$125

There will be a ten (10%) percent discount for those Advertisers purchasing multiple advertising slots. For example, two ads on interior pages will be priced as follows: \$125 and \$112.50. Add a third advertisement on an interior page and the cost drops by twenty (20%) percent.

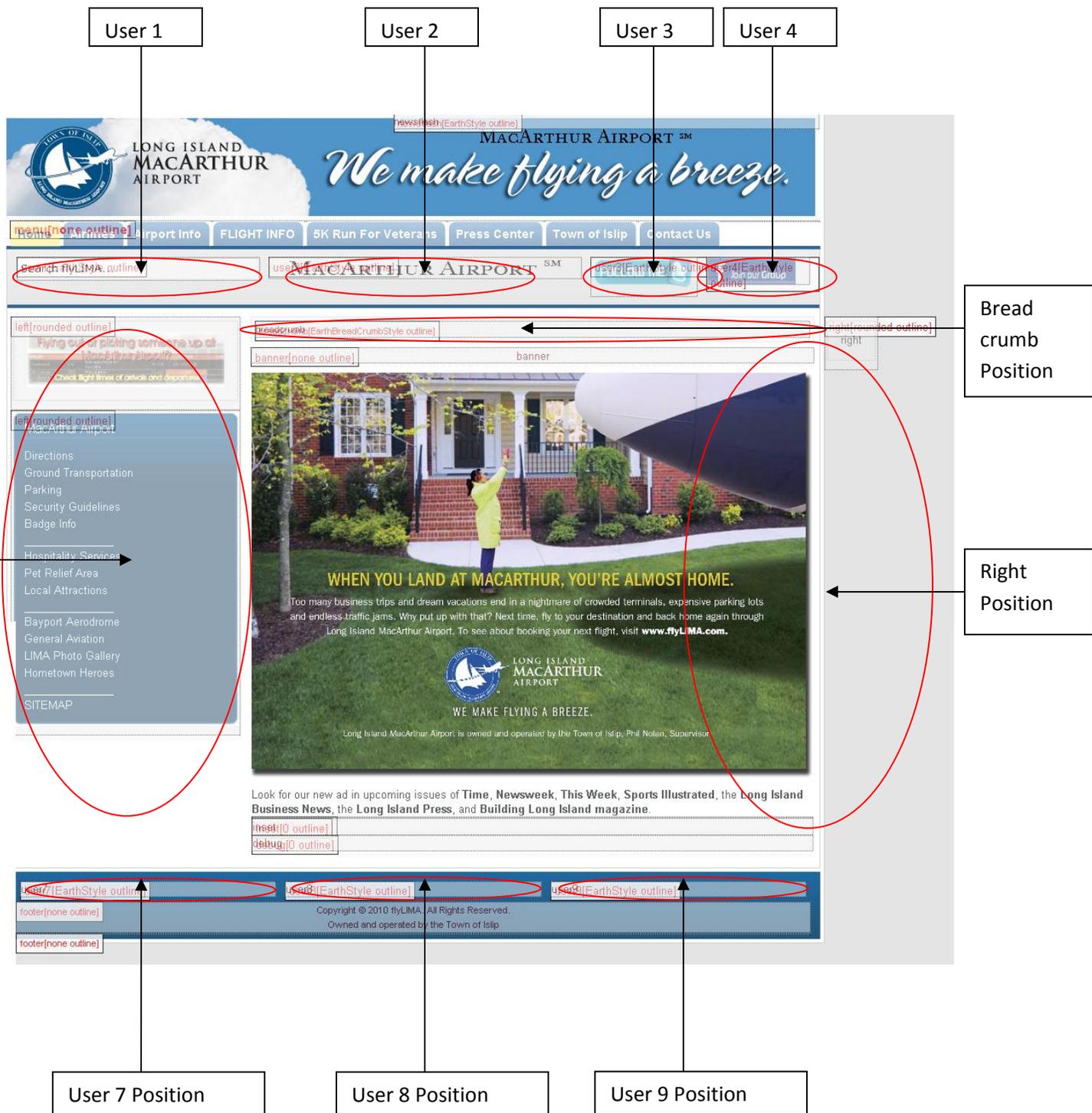
2. All payments are to be made to the “Town of Islip” at the following address: Long Island MacArthur Airport, Attn.: Steve Siniski, 100 Arrival Avenue, Suite 100, Ronkonkoma, NY 11779

3. A completed and signed advertising contract and all artwork for advertisement and basic ad information/layout should be sent to the address in item 2 above.

4. All information related to the Advertisement, including payment, must be received at least two (2) weeks prior to the start of the contract date. Once the advertisement is placed on the website; any changes other than those caused by an error or omission by the Town will incur a \$50 charge.

5. Advertising on www.flyLIMA.com is on a first-come, first-served basis. To give all interested parties a fair chance, automatic renewals are not to be expected.

6. If space is not available on a specific page due to official LIMA content, it is up to the airport’s discretion if such space will be made available for advertising purposes. If Town design services are needed because of formatting issues, there will be an additional, one-time charge of \$50.



AREAS on TEMPLATE for advertisement.