



<b>FEDERAL EXPRESS RETIREE CLUB</b> <b>Advertising Agreement</b>
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This is an agreement for \_\_\_\_ web site \_\_\_\_ newsletter (check only one) advertisement and is

between

\_\_\_\_\_ (Hereafter referred to as the “advertiser”)

and

Federal Express Retiree Club (hereafter referred to as “FERC”). FERC maintains a web site and periodically publishes a newsletter for the sole benefit of its members. FERC is a non-profit organization registered in the state of Tennessee under the section 501(c) (4).

**WITNESSETH**

WHEREAS, the advertiser wishes to advertise in the FERC’s publication indicated above (hereafter referred to as the “publication”); and

WHEREAS, for the goods and valuable consideration, the FERC agrees to rent to the advertiser ad space in its publication; and

WHEREAS, the parties wish to evidence their agreement in writing; and

WHEREAS, the parties are duly authorized and have the capacity to enter into and perform this agreement.

NOW, THEREFORE, the parties hereby agree as follows.

**1.0 Preamble:**

The preamble hereto will form an integral part hereof.

**2.01 Ad Space Rental:**

FERC agrees to rent to the advertiser space in the FERC publication to display an advertisement (hereafter referred to as

“ad”) in accordance with the specifications attached to this agreement as Schedule-A.

**2.02 Ad Design:**

FERC agrees to provide ad design services, if requested by the advertiser, for \$ \_\_\_\_\_ per hour.

**3.0 Consideration:**

**3.01 Price:**

The advertiser agrees to pay FERC \$ \_\_\_\_\_ per \_\_\_\_\_, plus all applicable taxes, to place the ad in the publication. Payment for the ad space must be received no later than thirty (30) days prior to the date that the ad is scheduled to appear in the publication. The first payment under this agreement must be made with the execution of this agreement, and no refund of any amount will be paid if the advertiser withdraws an ad after a payment is received. The advertiser sends a check payable to the **Federal Express Retiree Club**, (payable in United States dollars) to the following address:

Customer Sales & Ad Requests  
FedEx Retiree Club  
P.O. Box 383001  
Germantown, TN 38183-3001

Or to any other address that FERC may from time to time designate.

**3.02 Billing:**

FERC will send all invoices to the advertiser’s address indicated by the advertiser upon signing this agreement.

**4.0 Special Provisions:**

**4.01 Parties’ Representatives:**

Each party acknowledges that the person signing this agreement in his/her behalf (or any substitute, following a notice sent to the other party to that effect) represents that party and has the full power to act, make decisions, and give the required authorization with respect to execution of this agreement.

## 4.2 Advertiser's Obligations and Rights:

The advertiser undertakes and binds him/herself toward the FERC as follows:

- (a) The advertiser will provide the ad in the format indicated in the attached schedule-A and within the deadlines communicated to the advertiser by FERC.
- (b) The advertiser will collaborate with FERC and provide it all required information necessary to ensure the execution of the services to be provided.
- (c) The advertiser will promptly report to FERC any problems that the advertiser may be aware of concerning the publication's:
  - operations,
  - display,
  - displaying ad,
  - ad display.
- (d) The advertiser is solely liable for the ad content, and for any and all damages that may ensue from its use or display.
- (e) The advertiser agrees that under no circumstances, or any theories of liability under international, civil, common, or statutory law, including, but not limited to, strict liability, negligence, or other tort theories, contract, patent, or copyright laws, will FERC be liable for damages of any kind occurring from the use of this publication, use of any information, goods or services obtained on this publication, use of any link to other sites found on FERC's web site (if this is a web site advertisement agreement), and/or use of any information, goods, or services obtained on any link to other sites found on FERC's web site (if this is a web site advertisement agreement) including direct, indirect, consequential, incidental, or punitive damages (even if FERC has been advised of the possibility of such damages), to the fullest extent permitted by law.
- (f) The ad will not contain sexually explicit, violent, racist, or other types of material that may be offensive to viewers, nor will it refer any viewer to any area that might contain any such material.
- (g) The advertiser will defend and hold harmless FERC, its Board of Directors, and members, if they are called in or introduced as a party in any proceedings instituted by a third party alleging

fault on the part of FERC resulting from the presence, use or display of the ad or of the information contained therein, and will indemnify FERC and its officers for any monetary condemnation in capital and interest, and for any expenses including but not limited to court costs, attorney fees, legal fees, and expenses which FERC may incur as a consequence thereof, regardless if legal suit is initiated or not.

- (h) The advertiser may not transfer to a third party any of his/her rights under this agreement including without limitation the lease of the ad space, in whole or in part, without the prior written consent of FERC.
- (i) The advertiser will pay FERC for the ad space rental, ad design services, if applicable, and any additional services that advertiser may request after signing this agreement, according to the terms and conditions set forth herein.

#### **4.3 FERC Obligations and Rights (Web Site Advertising Only):**

- (a) Due to the nature of the Internet, FERC does not warrant that access to its web site or any of its pages will be uninterrupted or error free. FERC does not warrant or make any representations regarding the usefulness of or the expected results of the material contained on the web site.
- (b) While visiting the web site, the viewer may leave the FERC web site and access certain non-FERC web sites. FERC neither reviews nor controls the content and accuracy of these web sites, and therefore is not responsible for their content and accuracy.
- (c) There may be references throughout the web site to various trademarks or service marks and these, whether registered or not, are the property of their respective owners.
- (d) The advertiser understands FERC has no obligation to monitor the ads. FERC reserves the right at all times to disclose any information regarding the ads or to remove any information or materials, in whole or in part, that in FERC's sole and absolute discretion are objectionable. FERC reserves the right at all times to revoke any or all access and use authorizations granted to site visitors. The advertiser acknowledges that FERC reserves the right to monitor any and all information transmitted or received through the web site that may be examined, recorded, copied, and used. Use of the web site

constitutes consent to such activity by FERC. The advertiser acknowledges FERC reserves the right to use any and all information transmitted or received through the web site for any purpose without compensation to the contributor. Use of the web site constitutes consent to such activity by FERC.

**5.0 Choice of Law:**

This agreement will be construed and interpreted in accordance with the laws of the state of Tennessee. The parties agree that any and all litigation initiated regarding this agreement must be brought in Shelby County, Tennessee.

**6.0 Termination of Agreement:**

The advertiser may terminate this agreement by giving thirty (30) days' written notice to FERC. FERC may terminate this agreement at any time by giving written notice to the advertiser. Delivery of the notice is deemed given the date that notice is sent. The sender has the burden of proof showing when such notice was sent.

IN WITNESS WHEREOF, the parties have executed this agreement effective on the \_\_\_\_ day of \_\_\_\_\_(month), \_\_\_\_\_(year), and signed in \_\_\_\_\_(city), \_\_\_\_\_( state).

**Federal Express Retiree Club**

**Advertiser**

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

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

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Name / Title

**Billing Address:**

\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE – A**

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Complete copy of the advertiser's ad  
Ad Period: From \_\_\_\_\_ to \_\_\_\_\_