



# 2010 LODGING CONTRACT

(Jan. 1 – Dec. 31)

visit  
**MYRTLE BEACH**  
SOUTH CAROLINA

## Myrtle Beach Area Convention & Visitors Bureau

PO Box 2115, Myrtle Beach, SC 29578 • Sales Rep.: Scott Head 843-916-7277 Fax 843-916-7254

**Please review the information below and contact us immediately if any corrections are required.**

*Please choose one of the membership level packages below:\**

Platinum Level Package – 2 Pg.	Gold Level Package – 1 Pg.
Silver Level Package – ½ Pg.	Bronze Level Package – ¼ Pg.
Budget Level Package – Formatted Ad, No Link on Web site	Basic Level Package - Grid only

\*See applicable Lodging Package Summary for complete details regarding additionally applicable and required fees. The Lodging Package Summary as well as any and all other related policies, procedures, rules, regulations, guidelines, etc., relating to the various programs and services referenced herein and available at [www.MyrtleBeachAreaChamber.com](http://www.MyrtleBeachAreaChamber.com) are hereby incorporated herein and made a part of this Contract (including but not limited to lead services, internet and e-mail services, mail services, e-postcards, etc.).

Will you be submitting a customized ad (optional) for the Hard Cover Visitor Guide? (Bronze Level and above only)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Inquiry Lead Service	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Motorcoach Lead Service	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Convention Lead Service	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Member Name\*:  ("Member") ID#:

Contact Name:  Date:

Mailing Address:

Phone:  Fax:

Please provide the following for contact and link set-up:

Direct E-mail:  Web:

\*\*The dominant picture in an ad must be of the property whose Member name appears upon this Contract. I hereby order and contract for advertising space in *The Official Myrtle Beach Area Vacation Guide™* under the terms, conditions and specifications set forth below and represent that I am an authorized representative of the Member referenced above and by my signature I legally bind the Member to all terms and conditions contained herein.

**Member will make sure all specs and dates are supplied to their ad agency!**

Agency Name:

Space order specified herein is non-cancelable after **August 14, 2009**.

Full payment due on or before **August 19, 2009**, or ad space will be cancelled.

New ad material(s) due **October 1, 2009 by 2:00 p.m.**

If the finished ad is not submitted by **October 1, 2009**, a 10% late ad fee will be added to the Contract total herein.

If an ad is not received by **October 15, 2009**, the Member forfeits all payments and the ad space.

Pricing does not include ad materials, Member is responsible for all materials.

**Send ad to: Myrtle Beach Area CVB, Attn: Johanna Hodge, 1200 North Oak Street, Myrtle Beach 29577**

Ad materials, which are not picked up for current publication, will be discarded by the MBACVB after two years. A Member can have their materials returned upon request at any time following the date of publication for two years only.

**See guidelines for complete details.**

**BILLING:** Members will be billed upon confirmation (verbal/written) of the space reservation. Ads will not be submitted without receipt of payment in full. Upon billing, payment is due and payable on the date specified above. If payment in full is not received by August 19, 2009, the MBACVB may take any or all of these actions: (a) remove the Member and the ad from the publication; (b) downgrade the Member to a base membership in the MBACVB; (c) enlist the assistance of credit collection services at Member's expense; and (d) seek any and all other available legal remedies.

**RIGHTS AND RESPONSIBILITIES:** The MBACVB reserves the right to reject material not considered suitable in its sole and absolute discretion. The MBACVB also reserves the right to exclude any advertisement that it finds to be misleading and/or in violation of the "Truth in Advertising" laws. By signing this Contract, the Member guarantees that their ad will adhere to applicable laws and/or requirements. The above named Member takes full responsibility for the content and accuracy of the information in their ad and the MBACVB will not be responsible for any violation of such applicable laws and Member agrees to indemnify and hold the MBACVB harmless from any such liability, cost, or expense whether directly or indirectly related to the terms and conditions of this Contract.

The Member certifies that, to the best of its knowledge, the submitted materials: (a) are not libelous; (b) do not infringe any copyrights or trademarks; and (c) do not invade the privacy of any person(s).

**PROOFING OF ADVERTISEMENT:** The above named Member agrees that if they are unable and/or unavailable to proof and approve changes to their advertisement, thereby causing a possible delay of the scheduled date of publication for the guide, the MBACVB has the right to proof and approve these changes for the Member.

**LOCATION:** Unless specified herein, the MBACVB does not guarantee that the advertisement will appear in a particular location within the publication.

**COLOR MATCH:** The MBACVB will endeavor to reproduce Member ads in the same color and clarity of the color proof. However, the MBACVB does not guarantee an exact color match between the published ad and the color proof supplied by the Member/ad agency.

The Member hereby agrees to purchase Myrtle Beach Area Convention & Visitors Bureau advertising space for one year on the Web site at [www.VisitMyrtleBeach.com](http://www.VisitMyrtleBeach.com). Member also agrees its primary internet/web link, as well as any and all additional purchased listing, will be covered by the provisions contained herein.

Members must remain in good standing at all times with the MBACVB in order to advertise, maintain active links, or be listed on [www.VisitMyrtleBeach.com](http://www.VisitMyrtleBeach.com). While under this Contract, should the Member's membership be terminated, any links, coupons, or listings will be removed from the Web site immediately.

The Member is responsible for providing ad/coupon/etc. copy/art and doing all editing of such copy. Refer to advertising specifications or MBACVB staff for assistance. After MBACVB receives correct ad materials, allow 10 business days for the advertisement to be posted and go live. Coupons on the Web site must be kept up-to-date. Coupons must be updated within two weeks from expiration date or they will be deleted until an updated version is made available. Any time you choose to change coupons, submit new coupons or new art, a \$50 fee will be charged to your MBACVB account.

The MBACVB reserves the right to reject any submission: (1) in the sole discretion of the MBACVB is objectionable, does not meet the values that the MBACVB promotes, is misleading, or violates the Truth in Advertising Laws; or for any or no reason, including but not limited to submissions thereof; (2) contains or references links to other Web site with links to other travel destinations. The MBACVB also reserves the right to remove a coupon/etc. after it has been posted on the Web site if it is later determined that it falls within either of the categories listed above.

The MBACVB does not guarantee that the Member will receive any minimum amount of user sessions, page views, or hits on any link posted on [www.VisitMyrtleBeach.com](http://www.VisitMyrtleBeach.com), nor does it guarantee any minimum amount of business that may be generated by virtue of placing an ad/coupon/etc. on [www.VisitMyrtleBeach.com](http://www.VisitMyrtleBeach.com) Web site. The MBACVB intends to operate the Web site continuously but downtime, either planned or unplanned, may occur. A 2% "downtime factor" is factored into all prices.

To the best of the Member's knowledge, the submission is not libelous, does not infringe on any copyrights or trademarks, and does not invade the privacy of any person.

**CONTRACT RENEWAL:** The Web site and all contents, including but not limited to listings, links, and coupons, are subject to change at any time and may be altered, removed, minimized or otherwise changed at the sole discretion of the MBACVB. Renewal contracts and invoices will be mailed within 30 days after the expiration of the existing Contract. Invoices must be paid within 30 calendar days or the information will be removed from the Web site. Prices are subject to change at the expiration of the existing Contract, i.e. upon renewal if applicable. The MBACVB makes no guarantee that any current contents or types of promotional tools, such as links, or coupons, will remain in or on the Web site and may be removed at the sole and absolute discretion of the MBACVB.

The Member does **not** guarantee it will continue these services(s) for any length of time and can terminate this Contract at any time by notifying MBACVB but no refund will be due Member and all services shall cease as of the date of such notice to terminate. The Member is aware of the guidelines for services contracted for herein and acknowledges these guidelines are subject to change. The MBACVB does **not** guarantee any volume of activity, as it relates to group inquires and/or requests. Further, the MBACVB does **not** guarantee or warrant any results for the Member's business purpose, although it will make available the volume of leads as they become available. The MBACVB reserves the right to reject submitted material that is not consider suitable, is misleading or is potentially unlawful in the opinion of the MBACVB.

**I agree to purchase the following 2010 CVB Package (Jan. 1 – Dec. 31):**

**Contract Total: \$**  **\*\*\* must be paid in full on or before August 19, 2009 or be subject to cancellation.**

\*\*\*No additional charge for Members participating in the Tourism Development Fee (TDF). Members who are not participating in the TDF must also collect and remit \$1 per rented night/per unit. In addition I agree to distribute the MBACVB visitor guide(s) at my property. I understand the MBACVB visitor guide(s) will be provided to me at no extra cost, based upon reasonable requested quantities. Out-of-state Members must also add 30% to the applicable package price.

**Remit Tourism Development Fee (TDF) Payments to: Myrtle Beach Area CVB, P.O. Box 8082, Myrtle Beach, SC 29578-8082**

The Member shall release, indemnify and hold the MBACVB and its employees harmless for any claims, losses, costs, expenses or suits that result directly or indirectly from the publication of the Member's advertisement under the term of this Contract. The Member recognizes the MBACVB does not guarantee any results of any advertising, including, but not limited to, phone calls and Internet inquiries.

By signing, I affirm that I have read, understood, and will abide by the accompanying applicable Package Summary as well as any and all applicable rules, regulations, policies, procedures, guidelines, etc., which have been presented to me and are available at [www.MyrtleBeachAreaChamber.com](http://www.MyrtleBeachAreaChamber.com) which are hereby incorporated herein and made a part hereof (including but not limited to lead services, internet and e-mail services, mail services, e-postcards, etc.). Also, I understand and will comply with the terms, conditions, and specifications set forth in this Contract. If any provision contained in this Contract shall be held to be illegal, invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary to render it legal, valid and enforceable, and if no such modification shall render it legal, valid and enforceable, then this Contract shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced accordingly. The individual also acknowledges that he/she is legally authorized by the Member to execute this Contract and that this Contract will legally bind the Member upon his/her execution.

**Contract must be signed and returned to the Chamber in order to reserve ad space, please send to  
Scott.Head@VisitMyrtleBeach.com or fax to 843.916.7254.**

**Date:**

**Signature:**  **Witness:**