



# ADVERTISING AGREEMENT

San Francisco Giants 2010 Spring Training  
For more information visit: [www.springtraining.com](http://www.springtraining.com)  
480-947-0217



Scottsdale Charros

ADVERTISER CONTACT INFORMATION			AGENCY/ARTWORK CONTACT INFORMATION		
COMPANY _____			COMPANY _____		
ADDRESS _____			ADDRESS _____		
CITY _____	STATE _____	ZIP _____	CITY _____	STATE _____	ZIP _____
CONTACT _____		TITLE _____	CONTACT _____		TITLE _____
TELEPHONE _____		FAX _____	TELEPHONE _____		FAX _____
EMAIL _____			EMAIL _____		

The undersigned hereby contracts with the Scottsdale Charros, hereinafter referred to as the "Charros", for the following advertising during Spring Training.

### STANDARD AD PACKAGES

<input type="checkbox"/> <b>FAST BALL</b> ..... \$12,500 • One (1) 8' x 18' Outfield Banner • Four (4) Charro Lodge Season Passes • One (1) Full Page Color Program Ad	<input type="checkbox"/> <b>SLIDER</b> ..... \$10,000 • One (1) 6' x 18' Outfield Banner • Two (2) Charro Lodge Season Passes • One (1) Full Page Color Program Ad
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### BANNERS

<input type="checkbox"/> 8' x 18' Outfield Banner ..... \$9,000	<input type="checkbox"/> 4' x 18' Outfield Banner ..... \$4,500
<input type="checkbox"/> 6' x 18' Outfield Banner ..... \$6,500	<input type="checkbox"/> 6' x 13' Outfield Banner ..... \$4,000
<input type="checkbox"/> 9' x 13' Outfield Banner ..... \$5,250	

### PROGRAM ADS

<input type="checkbox"/> Outside Back Cover ..... \$5,000	<input type="checkbox"/> Opposite Scorecard ..... \$2,250
<input type="checkbox"/> Inside Front Cover ..... \$3,500	<input type="checkbox"/> Opposite Stadium Diagrams ..... \$2,250
<input type="checkbox"/> Inside Back Cover ..... \$3,500	<input type="checkbox"/> Full Page Color Ad ..... \$2,000
<input type="checkbox"/> Opposite Inside Front Cover ..... \$3,500	<input type="checkbox"/> Full Page B/W Ad ..... \$1,500
<input type="checkbox"/> Opposite Inside Back Cover ..... \$2,250	<input type="checkbox"/> Half Page Color Ad ..... \$1,000
<input type="checkbox"/> Opposite Table of Contents ..... \$2,250	<input type="checkbox"/> Half Page B/W Ad ..... \$750
<input type="checkbox"/> Opposite Advertisers Index ..... \$2,250	<input type="checkbox"/> Friends of the Charros Section ..... \$500
<input type="checkbox"/> Opposite Youth Lunch ..... \$2,250	

### MISCELLANEOUS

<input type="checkbox"/> One Year Web Banner ..... \$1,000
<input type="checkbox"/> Concourse Booth (one game) ..... \$500
<input type="checkbox"/> Concourse Booth (per game, 3 or more) ..... \$300
<input type="checkbox"/> Public Announcement (per 15 second spot) . . . \$200
<input type="checkbox"/> Score Sheet Sponsor (Season) ..... \$4,500
<input type="checkbox"/> Charro Lodge Food Host . . . . \$1,500 +Game Dav Food

### TICKETS & PASSES

	LODGE	PAVILION
<input type="checkbox"/> Individual Games (Sun-Wed)	\$85	\$125
<input type="checkbox"/> Individual Games (Thurs-Sat)	\$100	\$125
All prices are per person, per game		
<input type="checkbox"/> Season Passes	\$1,125	
Based on 15 Games		

### PROGRAM DEADLINES

ADS - CREATION/REVISIONS	January 15, 2010
ADS - DIGITAL READY ARTWORK	January 22, 2010
BANNER - CREATION/REVISIONS	January 8, 2010
BANNER - DIGITAL READY ARTWORK	January 15, 2010
____ DIGITAL ART WORK ENCLOSED	____ DIGITAL ARTWORK DUE
____ CREATE/EDIT MY AD	____ LAST YEAR'S ARTWORK/NO CHANGE

### CHARRO LODGE & PAVILION TICKET ORDER

# TICKETS: _____	GAME DATE(S): _____	L/P _____
# TICKETS: _____	GAME DATE(S): _____	L/P _____
# TICKETS: _____	GAME DATE(S): _____	L/P _____
# TICKETS: _____	GAME DATE(S): _____	L/P _____
# TICKETS: _____	GAME DATE(S): _____	L/P _____
# TICKETS: _____	GAME DATE(S): _____	L/P _____

**CONTRACTS WILL NOT BE ACCEPTED NOR SPACE RESERVED WITHOUT PROPER ADVANCE PAYMENT. 50% DEPOSIT DUE WITH CONTRACT. TOTAL BALANCE DUE ON OR BEFORE FEBRUARY 12, 2010.**

**DATE OF CONTRACT:** \_\_\_\_\_ **TOTAL AMOUNT OF CONTRACT:** \$ \_\_\_\_\_ **DEPOSIT AMOUNT:** \$ \_\_\_\_\_

Please make checks payable to: **SCOTTSDALE CHARROS** - To use your credit card, please complete the section below (PLEASE PRINT):

Card Type: \_\_\_\_\_ Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name on card: \_\_\_\_\_ Signature: \_\_\_\_\_

**Authorized Signatory:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Charro Representative:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

The signatory hereby authorizes and directs the Charros to advertise during the 2010 spring training season as specified above pursuant to the terms & conditions set forth in this Agreement and in the Charros TERMS AND CONDITIONS OF SALE set forth on the reverse side of this Agreement. The Agreement and the Charros TERMS AND CONDITIONS OF SALE set forth all the terms & conditions governing this Agreement and no promises of any kind set forth herein shall bind or in any way affect the obligations of the parties to this agreement. This agreement shall be non-assignable and non-cancellable by the advertiser upon acceptance by the Charros.



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## CHARRO LODGE AND PAVILION INFORMATION

Your VIP ticket purchase to the **Charro Lodge** or **Pavilion** includes your general admission to the stadium, your entry into the **Charro Lodge** or **Charro Pavilion**, and your food and beverage. Tickets may be purchased for individual games or for the entire season.

The **Charro Pavilion** ensures a VIP experience and prime seating for groups of up to 100, in a private, covered area within the **Charro Lodge**. Private beverage service is available.

Ask your Scottsdale Charro Representative about reserved seating for individual game days in the **Charro Lodge** or **Charro Pavilion**.

## CONTACT INFORMATION

### SCOTTSDALE CHARROS

4251 N. Brown Ave, Suite 3A  
Scottsdale, AZ 85251  
(P): 480-990-2977 (F): 480-990-1971  
Email: [info@charros.com](mailto:info@charros.com)  
Web: [www.springtraining.com](http://www.springtraining.com)

### Steve Dodenhoff

2010 BASEBALL CHAIRMAN

### George Adams

2010 BASEBALL SALES CHAIRMAN  
EMAIL: [charrosbaseball@yahoo.com](mailto:charrosbaseball@yahoo.com)

### PROGRAM ARTWORK

### Bravo Forte

Attention: Marvin Forte  
4251 N Brown Ave., Suite 3A  
Scottsdale, AZ 85251  
(P): 602-410-1002  
Email: [marvin@bravoforte.com](mailto:marvin@bravoforte.com)  
Web/ftp: [www.marvinforte.com/uploads](http://www.marvinforte.com/uploads)  
Specs: [www.springtraining.com/adspecs.pdf](http://www.springtraining.com/adspecs.pdf)

### BANNER ARTWORK

### BLUE MEDIA

Attention: Kyle Reich  
1725 W. 3<sup>rd</sup> Street, Tempe AZ 85281  
(P): 480-317-1333 (F): 480-317-0277  
Email: [kyle.reich@bluemedia.com](mailto:kyle.reich@bluemedia.com)  
Web: [www.bluemedia.com](http://www.bluemedia.com)  
FTP: [ftp.bluemedia.com](ftp://ftp.bluemedia.com)  
User: blueupload  
Password: bluepass

## TERMS AND CONDITIONS OF SALE

1. This Agreement is between the Scottsdale Charros, Inc. hereinafter referred to as the "Charros", and the customer appearing on the face of this contract either directly or through its advertising agency herein collectively referred to as the "Advertiser", both of whom shall be liable, jointly and severally, for payments due and performance required hereunder.
2. Advertiser agrees that it shall provide the Charros with digital artwork in accordance with the Charros' instructions on or before the date(s) established by the Charros as the closing date for the publication or venue in which the advertisement is to appear. In the event Advertiser fails to do so for any reason, the Charros, in its sole discretion, shall print Advertiser's copy previously approved or a non-revenue producing public interest advertisement. There shall be no reduction in the amount due the Charros hereunder in the event of such occurrence.
3. Advertiser shall pay to the Charros the aggregate amount set forth on the face of this Agreement within thirty (30) days following receipt of an invoice for such amount. In the event of a late payment, a late charge equal to 1.5% per month (or if that may be unlawful, the maximum amount allowed by law) of the face amount of the invoice shall accrue.
4. Unilateral cancellation of the advertising space purchased by Advertiser pursuant to the terms of the Agreement is not permitted, in whole or in part, either before or after the scheduled closing date for and publications(s) or venue in which Advertiser has purchased advertising space. Any attempt to do so shall not reduce Advertiser's obligations to pay all sums due hereunder.
5. Advertiser shall, at its sole cost and expense, indemnify, hold harmless and defend the Charros, any other publishers, re-publishers, sellers and/or distributors of the publication (in which Advertiser's advertisement appears) and of the advertisement provided by Advertiser from any and all liabilities, damages, costs, expenses (including but not limited to attorney's fees and litigation expenses) and/or claims arising or alleged to have risen, directly or indirectly, out of the advertising copy provided by Advertiser, whether such claim is based on alleged copyright and/or trademark violation, trade libel, obscenity, misrepresentation, misappropriation, unfair competition or otherwise.
6. Advertiser agrees that if for any reason its advertisement does not appear when requested, its sole remedy shall be to require the Charros, at the Charros' option, to reschedule the advertisement and/or provide a prorated credit to Advertiser. In no event shall the Charros, or any other party involved in the production, distribution, and/or sale of the publication(s), be liable to Advertiser for any special or consequential damages or for loss of profits due to publication of an advertisement as submitted.
7. The Charros reserve the right to limit the amount of space afforded any one advertiser or any category of advertising (whether by product line or motif).
8. The Charros, in its sole discretion, reserves the right not to accept any advertisement copy provided by any advertiser. In such an event, the Charros shall not be required to provide the Advertiser with any reason for such rejection.
9. Neither the Charros nor any party involved in the printing, publication, distribution or sale of the publication(s) shall be responsible or liable for delays due to strikes, lockouts, embargoes, labor problems, fuel or power shortages, fire, floods, accidents, civil disturbances, war, acts of God, or other causes beyond its control.
10. In the event that Spring Training is cancelled in its entirety, the Charros will refund to Advertiser all sums paid for tickets or advertising.
11. The Charros shall not be liable for any errors in any digital artwork or film(s) furnished by the Advertiser.
12. The Charros agree to reimburse Advertiser for any mechanical and engraver charges incurred by Advertiser replacing materials lost or damaged while in the possession or control of the Charros.
13. At its sole option, the Charros may cancel this agreement at any time in the event that Advertiser fails to pay the aggregate sums due hereunder, or in the event of any other breach of this agreement by Advertiser. Upon such cancellation, all costs and damages incurred by the Charros for Advertiser shall become immediately due and payable.
14. If Advertiser defaults in the payment of Charros invoice(s) or if in the judgment of the Charros, Advertiser's credit becomes impaired, the Charros shall have the right to require payment for any future advertising in advance of publication or upon such other terms as the Charros may deem appropriate.
15. The Charros, subject to all the limitations and exceptions set forth in this Agreement, represent and warrant to Advertiser that its advertisement will be reproduced in accordance with industry standards.
16. In the event of the default or breach of this Agreement by Advertiser, Advertiser shall pay to the Charros, as liquidated damages and not as a penalty, the total order amount, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such default or breach. In the event of the default or breach of this Agreement by Advertiser, the Charros have the right to resell the advertising space reserved for the defaulting or breaching Advertiser. In the event that the Charros are able to resell said advertising space, the Charros will waive this provision and Advertiser shall pay to the Charros as liquidated damages, and not as a penalty, one-third the total sum of this Agreement, plus costs, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such default or breach.
17. Advertiser agrees to pay the Charros reasonable attorney's fees and all costs and other expenses incurred by the Charros in securing collection or compromising any claim by the Charros against Advertiser hereunder, in addition to other relief to which the Charros may be entitled.
18. The acceptance by the Charros of Advertiser's advertisement does not constitute any endorsement of Advertiser's product or service by the Charros nor by the owners, player or teams featured.
19. A waiver by either party of any default or breach by the other party shall not be considered as a waiver of any subsequent default or breach of the same or any other provisions of this Agreement.
20. This Agreement shall be interpreted and governed under the laws of the State of Arizona.
21. This writing contains the entire agreement of the parties. No representations were made or relied upon by either party, other than those expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by an executive officer of the respective parties hereto.

**THANK YOU FOR YOUR SUPPORT OF THE SCOTTSDALE CHARROS!**