

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. 630**

**A RESOLUTION authorizing the Mayor to execute the attached 2007 Visitors Guide Advertising Contract with Yakima Valley Visitors & Convention Bureau.**

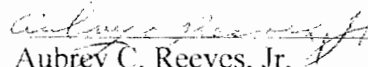
**WHEREAS,** the City of Union Gap currently has an Agreement with the Yakima Valley Visitors & Convention Bureau for the publication and circulation of the Yakima Valley Visitors Guide. and

**WHEREAS,** the City of Union Gap has determined that it is beneficial to the City to continue this contract for 2007.

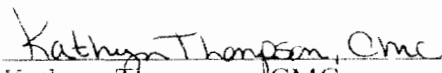
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:**

The Mayor is authorized to execute the attached contract, as identified above.


**PASSED** this 14<sup>th</sup> day of August 2006.

  
\_\_\_\_\_  
Aubrey C. Reeves, Jr.  
Mayor

ATTEST:

  
\_\_\_\_\_  
Kathryn Thompson, CMC  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Robert F. Noe  
City Attorney

**Yakima Valley Visitors & Convention Bureau  
2007 Visitors Guide  
Advertising Contract**

Date July 20, 2006

Advertiser: City of Union Gap

Address: PO Box 3008 Union Gap WA 98903

Phone: 509-248-0432 Fax: 509-248-6494

Email: <sup>manager</sup>ugcitymanager@cityofuniongap.com

Website: www.ci.union-gap.wa.us

Contact Name: Aubrey Reeves

**Ad Specifications/Placements**

Ad Size: 2 pages

Preferred Placement (+20%): \_\_\_\_\_

Ad Rate/Payment \$ 2,000

Production Charges: \_\_\_\_\_

Website Charges: \_\_\_\_\_

Total Amount Due: \$ 2,000

50% Deposit: \_\_\_\_\_

Remaining Balance: \_\_\_\_\_

**Terms of Contract**

A deposit of 50% of the total known advertising cost is due upon space reservation. The balance (including any additional production charges) will be due prior to publication closing date. A 1.5% service charge will be assessed on all balances over 30 days. All advertising material is subject to YVVCB approval. Advertiser agrees to protect the YVVCB from loss, expense or claims based upon the subject matter of the advertisement. Cancellations must be in writing, and none are accepted until confirmed in writing by the YVVCB. Deposit will not be refunded upon cancellation. All Advertisers must be members in good standing with the YVVCB. If advertising materials do not meet the mechanical requirements, or if any changes are requested on existing advertising materials, Advertiser agrees to pay these additional charges, along with any remaining balance prior to publication.

**Advertiser Acceptance**

Name: Aubrey Reeves Title: Mayor

Signature: [Signature] Date: 8-15-06

Bureau Rep: [Signature] Date: 8/24/06

## COPY AND CONTRACT REQUIREMENTS

### Contract Terms

Upon authorization of an advertising contract and/or provided insertion order, the advertiser and/or advertising agency agree to the following terms:

1. An Advertising Insertion Order must be signed by all advertisers.
2. All advertising is subject to the approval of the Yakima Valley Visitors and Convention Bureau.
3. Cancellations may not be made by the advertiser or its agency after the closing deadline. Any cancellations or changes must be in writing. The Yakima Valley Visitors and Convention Bureau reserves the right to run the most recent advertisement when no new copy is furnished by the space deadline or to charge the advertiser for the unused space if materials are not submitted.
4. Advertising placement and positions are guaranteed only for space with special position rates.
5. Advertisers and advertising agencies assume full responsibility and liability for all content of advertising printed and also assume liability for any claims arising therefrom.
6. Advertisers and advertising agencies shall indemnify and hold harmless the Yakima Valley Visitors and Convention Bureau from any and all liability, suits, causes of action, claims attorney's fees and damages of any kind, including without limitation any suit by any advertiser or advertising agency against the Bureau, arising out of the content of any advertising material(s) and/or editorial copy used by the Bureau.
7. In the event of an error by the Yakima Valley Visitors and Convention Bureau, the maximum liability is limited to the space cost of the display listing.
8. Yakima Valley Visitors and Convention Bureau shall not be liable for errors in proofs approved by advertisers.
9. Yakima Valley Visitors and Convention Bureau shall not be liable for any costs or damages if for any reason the Bureau fails to publish an advertisement.
10. Yakima Valley Visitors and Convention Bureau shall not be subject to any liability whatsoever for any failure to publish or circulate all or any part of the publication because of strikes, work stoppages, accidents, fires, acts of God or any other circumstances not within the control of the Yakima Valley Visitors and Convention Bureau.
11. It is clearly understood and agreed that advertising and editorials are independent and that no special editorial consideration of any kind shall be part of the sales agreement.
12. Advertising production services including and not limited to film output are not included in the advertising space cost. Production services are subject to current service charges and sales tax and are billed with advertising space.
13. Advertising material will be held until publication of the following year's book and then discarded unless otherwise notified in writing by advertiser and/or advertising agency. Include a self-addressed, stamped envelope for return of disks and other advertising materials.
14. Yakima Valley Visitors and Convention Bureau has the right to demand payment in full. All sums owing are immediately due. If the account is placed in collection, a 20% collection charge will be added to the outstanding balance for space and finance charges due on the account.