

ADVERTISING CONTRACT

ADVERTISER:

Name of Advertiser

Mailing Address

Street Address (if different)

City

State

Zip

Business Phone

Business Fax

Home Phone/Other

CONTRACT TERMS

Beginning Date

Ending Date

I/We hereby agree to place an ad for the above time frame on the Nebraska Land Title Association Website (<http://www.nelta.net>) as follows:

public side and members only side at an annual rate of \$ _____

all to be prepaid prior to appearing on the site. The advertiser shall also pay a "set up" fee of \$100.00 (one hundred and no/100's Dollars US) in addition to the rates set out above. Said "set up fee" shall be a one time charge regardless of the number of times the advertiser renews the identical advertisement for successive terms, provided that no changes whatsoever are made in said advertisement.

In the event payment is not received in full within thirty (30) days prior to the "Beginning Date" specified above, the Nebraska Land Title Association (Association) may delay the Beginning Date for so long as reasonably necessary in order to arrange for the placement of the advertisement on the Association website. The "Ending Date" specified above shall be automatically extended by an equal period of time. If payment has not been received within 10 days prior to the proposed "Beginning Date" as set out above, this contract will be null and void, the Association assuming no responsibility.

The "Nebraska Land Title Association Advertising Policy" attached hereto is hereby incorporated by reference in and made a part of this contract. The Association reserves the right

Nebraska Land Title Association
P.O. Box 193
Seward, NE 68434-0193

Phone 402-641-3402
Fax 402-643-2518
Email: Executive@nelta.net

to review any proffered advertisement for compliance with said Policy and to reject any which it, in its sole discretion, determines violates any one of more of the Policy provisions.

It is agreed that in case the Association fails to carry out the terms of this contract for the designated time, the Association will refund the rate specified above in full to the advertiser. The Association will not be liable for any error in an advertisement to a greater extent than the cost of the advertisement as set out above. The advertiser waives any right to consequential or incidental damages which may result from said error. In the event the Association refunds the contract rate to the advertiser, the advertisement will be terminated on the Association website.

Advertiser Name
By:

Date

Individual responsible for contract

Position/Title

The Nebraska Land Title Association

Date

By:

Rebecca McKittrick, President

THE NEBRASKA LAND TITLE ASSOCIATION ADVERTISING POLICY

1. APPLICABILITY

The following policy of the Nebraska Land Title Association (the Association) will govern all publications of the Association and the Association web site.

2. PURPOSE

The purpose of this policy is to regulate the circumstances under which the Association will accept advertising for inclusion in its publications and on its website, consistent with the mission and goals of the Association. The Association reserves the right to regulate the form, manner, content, substance, composition, size and length of any advertising and to cancel or refuse to run any advertising in accordance with the procedures set forth herein. The web site and publications of the Association represent the membership of the Association as a whole and, therefore, the Board of the Association (the Board) has an interest in maintaining the complete integrity of each publication and of the website, consistent with the high ethical and professional standards of the land title industry in Nebraska. The Board may delegate its discretionary authority in regard to acceptable advertising to any committee of the Association.

3. GENERAL STANDARDS FOR ADVERTISING

The Association reserves the right to reject any advertising that, to the "reasonable reader," is false, misleading, defamatory, obscene, or which does not conform to contemporary community standards of good taste or decency, or which violates the laws of the state of Nebraska or any other applicable laws. The Association may require any advertiser to provide factual substantiation or legal authorization from the appropriate jurisdiction when requested for any advertising. No advertising will be accepted that violates or may enable another to violate the Association's Code of Ethics.

4. ADVERTISING OF CERTAIN PRODUCTS

The Association will not knowingly accept advertising for tobacco and alcohol products of any sort, advertising for illegal products or services, advertising for products or services whose movement in interstate commerce is illegal, or advertising relating to lotteries or games of chance. Additionally, the Association will not accept advertising that in any way may jeopardize the mailing status of the publication in which it appears, and reserves the right to apply to the U.S. Postal Service for a ruling on any such matter.

5. POLITICAL ADVERTISING

The Association will not accept electioneering advertising by or on behalf of candidates for public office, candidates for elected positions within the Association, or advertising advocating positions on political or social issues. Nothing herein shall prohibit the right of the Association, itself, through advertisement or otherwise from advocating for or against any legislative or regulatory enactment.

6. ASSOCIATION ENDORSEMENT

The Association does not endorse any product or service advertised in its publications or on its website. Advertising which, by its subject matter or content, may imply or lead to an implication of Association endorsement, recommendation, support or approval will be accepted only if, as a condition of acceptance, it includes in the advertisement a disclaimer which states that the product or service is not

endorsed, recommended, supported or approved by the Association. Nothing herein shall prohibit a member of the Association from including in any advertisement the fact that such organization or individual is member of the Association, however. In the event a member whose advertising includes such a reference ceases to be a member in good standing at any time during the term of advertising contract, the Association may terminate such advertisement without any obligation to refund any part of the contract price.

7. EXAMINATION OF ADVERTISED PRODUCTS

If an advertisement offers the sale of a product by mail or by the Internet, the Association reserves the right to examine the product a purchaser will receive, but the Association is not obligated to do so. Examination of the product or publication of the advertisement does not constitute a guaranty or warranty of the product, and does not imply the Association's endorsement, recommendation, support or approval of the product.

8. NON-MEMBER ADVERTISING

No advertisement for escrow services, title insurance, real estate records search or examination services, notary services or abstracting will be accepted from any individual, firm or entity that is not a member in good standing of the Association at the time such advertising contract is entered into. "Member in good standing" shall be defined in accordance with the Bylaws of the Association as they may be amended from time to time. In the event such an advertisement is accepted from a member of the association and such member ceases to be a member in good standing at any time during the term of advertising contract, the Association may terminate such advertisement without any obligation to refund any part of the contract price.

9. PAYMENT/RATES

The Association reserves the right to request part or full payment before publishing any advertisement. The Board shall set and vary the advertising rates as it sees fit; however, no change in advertising rates during the course of any contract shall require any increased payment, nor shall it result in any refund of any part of the existing contract rate.

10. REVIEW OF ADVERTISING

All advertising submitted for inclusion in any publication or on the website of the Association shall be reviewed by the Board, or by a committee as may be designated by the Board, to determine its conformity with these policies. Any discretionary or subjective determination which must be made in regard to advertising shall be made in the sole and absolute discretion of the Board or empowered committee; provided, however, no such decision shall be based on the race, creed, color, national origin, gender or age or the identity of the principals of the entity or of the individual seeking to advertise in the Association's publications or on its website. The Board or empowered Committee shall make a final determination of whether to accept the advertising.

Adopted: 01/01/2005

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RATES EFFECTIVE 3/23/2006 (Annual Fee):

Banner Ad Rates for Members:

Public Site and 'Members Only' Site: \$250

Banner Ad Rates for Non-Members:

Public Site and 'Members Only' Site: \$300

SET-UP FEE: \$100

NOTE: AFFILIATE/ASSOCIATE MEMBERSHIP dues are only \$125 annually.

BANNER AD INFO:



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BANNER REQUIREMENTS:

The requirements for banner ads are as follows:

Size = 468 x 60 pixels

File Type = JPG or GIF (Optimized for web use)

If assistance is needed in developing the ad, programming time of \$85 / hour will be charged.