

VENDOR DIRECTORY AGREEMENT

Company Name: _____

Address: _____

Contact Person: _____

Email: _____

Phone: _____

URL: _____

ATD Vendor Directory Listing:

Active Listing beginning in _____ of _____
Month Year

12 month Vendor Directory Listing - \$1,800

24 month Vendor Directory Listing - \$3,240

36 month Vendor Directory Listing - \$3,672

TOTAL \$ _____

Includes: Branding graphics, Company & Product descriptions, Video, Documents & Images, Social Media Integration, contract info, etc.

Payment:

☐ Invoice: Send the invoice to: _____
Email
I understand payment is due upon receipt of invoice.

☐ Credit Card: Email a secure online Credit Card Authorization Form
to: _____
Name and Email Address

Signature: _____

Printed Name & Title: _____

Date: _____

I hereby acknowledge that I am authorized on behalf of the Client to enter this Agreement. I have read, understand and agree to the terms and conditions of this non-cancelable agreement. Acceptance of this Agreement by the Account Executive does not waive the right of the Publisher to reject any Agreement for space or Creative.

ADDENDUM
TERMS AND CONDITIONS

The following terms and conditions apply to the agreement attached hereto (such agreement and these terms and conditions are collectively hereinafter referred to as the "Agreement") between MCI USA (acting as an agent of Association) and Client.

1. CREATIVE SUBMITTED TO BE PUBLISHED

(a) Creative Furnished by Client. It is agreed and understood that all artwork, copy, materials, drawings, and custom content to be included in any advertisement(s), whether delivered in paper or electronic format or in any other medium (collectively, "Creative"), shall be furnished by Client to Association or MCI USA and Client assumes all responsibility for the content and design of Creative submitted for publication. All Creative prepared by Client is subject to the final approval of Association in its sole and unfettered discretion. Client understands and acknowledges that Association (and not MCI USA) is ultimately responsible for all use or non-use of all Creative. Association and MCI USA shall exercise reasonable care with respect to, but shall assume no liability for loss or damage to, Creative or other property furnished by Client to Association or MCI USA in connection with the Agreement, whether such publication occurs in print, digital, or electronic media format.

(b) Failure to Timely Deliver Creative for Publication. In the event that Association or MCI USA does not receive the Creative by the date set by Association or MCI USA (the "Deadline"), Association and MCI USA reserve the right, but are not obligated, to insert any recent Creative of Client previously supplied to Association or MCI USA. Association's or MCI USA's insertion of recent Creative, or the decision not to publish any Creative due to the failure of Client to meet the Deadline, shall in no way relieve Client of any of its obligations under the Agreement, including the obligation to pay the Total Agreement Amount (as specified above) in full. If changes to the Creative are submitted after the Deadline, Association shall not be obligated to publish the corrected Creative. Failure to publish the corrected Creative due to the failure of Client to meet the Deadline shall in no way relieve Client of any of its obligations under the Agreement, including the obligation to pay the Total Agreement Amount in full. (c) Print, Digital, and Electronic Publications. Client acknowledges that the Creative may be published by Association in print media as well as in digital or electronic media formats, including, but not limited to, emails and other electronic notifications or announcements, web banners, e-newsletter banners, text advertisements, online listings, mobile application advertisements (both banner advertisements and pop-up advertisements), and webinars and webcasts.

2. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

(a) Representations and Warranties. Client represents and warrants to Association and MCI USA all Creative and other material or information provided to Association and MCI USA hereunder, does not and will not violate any federal, state, or local law or regulation, including but not limited to libel, defamation, false or misleading advertising, illegal competition or trade practice, infringement of trademark, service mark, trade name, or trade dress, infringement of copyright or proprietary rights, or violation of the rights of privacy or publicity.

(b) Indemnification by Client. Client shall indemnify and hold harmless Association and MCI USA (and MCI USA's corporate parent(s), subsidiaries, and affiliates, as well as their officers, directors, employees, and agents) from and against any claims, losses, expenses (including attorneys' fees), or other liabilities resulting from any breach of any representation and warranty made herein, or resulting from its acts or omissions in connection with the Agreement and its obligations hereunder, to the fullest extent permitted by law.

(c) Indemnification by Association and MCI USA. Association and MCI USA shall indemnify and hold harmless Client from any claims, losses, expenses (including attorney's fees), or other liabilities resulting from their acts or omissions in connection with the Agreement and their obligations hereunder, to the fullest extent permitted by law.

(d) No Guarantee of Advertising Response. Neither Association nor MCI USA represent, warrant, guarantee, or otherwise commit to any particular response to or success of Client's advertising.

(e) Survival. The provisions of this Section 2 shall survive the termination or expiration of the Agreement.

3. ADVERTISING AGENCIES

Any person or entity signing the Agreement as an advertising agency on behalf of Client ("Agency") represents and warrants that such person or entity has the full power and authority as an agent of Client to bind Client to the obligations hereunder, including but not limited to, the obligation for payment in the event of the Agency's failure to do so.

4. EFFECT OF MATERIAL BREACH

(a) By Client. Association and MCI USA reserve the right to cancel the Agreement upon the material default or delay by Client (or any Agency executing the Agreement on Client's behalf) in the payment of any amount due under the Agreement, or other material breach of the Agreement by Client. Upon such cancellation: (i) all Agreement fees not previously paid by Client shall become immediately due and payable, and (ii) Client shall lose all discounts from the Total Gross Rate (as specified above). The difference between the amount paid for the fulfilled insertions as of the date of termination and the Total Gross Rate shall become immediately due and payable.

(b) By Association or MCI USA. Client reserves the right to cancel the Agreement upon the material breach of the Agreement by Association or MCI USA (following a 30-day notice-and-cure period).

5. DELAY IN PUBLISHING

Should Association be unable to publish at the time specified in the Agreement due to any cause of any kind beyond the reasonable control of Association, such as, but not limited to, acts of God, strikes or other labor difficulties, war, riots, changes in laws and regulations and other acts of governmental authorities, inclement weather, fire, flood, unavoidable casualties, delays in transportation of materials, inability to obtain timely delivery of materials from suppliers, or other cause beyond the reasonable control of Association, Association shall notify Client of the same and the time for publication shall be extended for a period of time approximately equivalent to the time lost by reason of the delay. In the event that such delay makes the Creative unusable (e.g., the Creative was specific to an event which would have passed by the time of publication), Association shall refund to Client the amount(s) previously paid by Client for the placement of such Creative by Association.

6. PAYMENT AND BILLING

Client shall be ultimately liable for the payment of the advertising fees covered under the Agreement, even if the Agreement is executed by an Agency. Invoices not paid within 30 days are subject to a 1-1/2% per month service charge until paid in full. If an invoice becomes 90 days or more past due, or earlier if Client indicates payment will not be made, the unpaid invoice and any other invoices unpaid by Client may be referred to a collection attorney or agency for collection; in such event, Client agrees to pay a collection fee in the amount of 25% of the amount due plus lost discounts, along with any other costs associated with such collections, and its right to further place advertisements with Association shall be indefinitely suspended. The decision whether or not to reinstate such right in the future shall be in Association's and MCI USA's sole and absolute discretion.

7. GENERAL

(a) Choice of Law and Venue. All disputes concerning the validity, interpretation, or performance of the Agreement and any of its terms or provisions, or of any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws and regulations of the Commonwealth of Virginia.

(b) Integration and Amendment. This Agreement contains the entire integrated agreement among the parties and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein, and it is agreed that no party hereto is bound by any verbal or written agreement or arrangement not specifically stated in this Agreement. Neither this Agreement, nor any part hereof, shall be changed, amended, modified, or varied except in writing, signed by an authorized representative of each of the parties hereto. It is understood and agreed, by and between the parties hereto, that, unless this Agreement is properly amended in the manner set forth immediately above, the terms and conditions of this Agreement shall govern the relationship between the parties notwithstanding any additional or inconsistent terms or conditions contained in any purchase order, insertion order, or other document issued by Client or Agency (collectively, a "Client Document"), regardless if such Client Document was issued prior to or subsequent to this Agreement. Association's or MCI USA's performance upon any such Client Document shall not be deemed as acceptance of any inconsistent, non-conforming, or additional terms and conditions of such Client Document.

(c) Assignment and Waiver. The Agreement, including the rights under it, may not be assigned or transferred by any party hereto without the prior written consent of the other party(ies), such consent which shall not be unreasonably withheld. Failure of any party hereto to enforce any provision herein shall not be construed as a general relinquishment or waiver as to that or any other provision. Notwithstanding the foregoing, without prior consent, MCI USA may assign work to other companies that fall under the MCI "umbrella" of companies.