



LAUGHLIN CONSTABLE

PARTICIPATION AGREEMENT

WI Department of Tourism Co-Op Advertising Program

Based on their mutual promises and consideration, _____
(the Applicant) and Laughlin/Constable, Inc. ("L/C", "we", "us"), on behalf of the Wisconsin Department of Tourism, agree as follows.

I. PLACEMENT OF ADVERTISING

L/C shall place the advertising provided by the Applicant, according to Section III of the Agreement, in the media property(s) requested by the Applicant, pursuant to Section III of the Agreement, under the Wisconsin Department of Tourism Cooperative Advertising Program. To have advertising placed by L/C under the Wisconsin Department of Tourism Cooperative Advertising Program, the undersigned Applicant agrees to all of the terms and conditions contained in this Agreement.

II. APPLICANT INFORMATION

The Applicant agrees that all of the information contained in this section of the Agreement related to the Applicant was accurate when originally provided, is accurately updated if necessary on each date the Applicant requests that advertising be placed, and that such information has been provided by Applicant in each instance that applicant information is required under this Agreement.

Applicant Information

Name _____ Phone number _____
Address _____ Fax number _____
City, State, Zip _____ Email address _____

Contact Person

Name _____ Phone number _____
Address _____ Fax number _____
City, State, Zip _____ Email address _____

If Applicant is not a corporation, the names, addresses and home phone # of all owners

Owner #1 _____

Owner #2 _____



LAUGHLIN CONSTABLE

If Applicant is an advertising agency, name and address of the client that advertising is being placed

Name _____ Phone number _____

Address _____ Fax number _____

City, State, Zip _____ Email address _____

III. ADVERTISING TO BE PLACED

- A. For each advertising placement requested by the Applicant under this Agreement, the Applicant shall provide proper materials according to the instructions in the most current version of the Wisconsin Department of Tourism publication entitled "Co-op Advertising Opportunities".
- B. On each occasion that the Applicant requests an advertising placement, the Applicant shall provide a document signed by an appropriate representative of the Applicant that lists each media property in which placement is proposed, the date(s) for placement in each property, the size of the advertisement and the location (section) within each media property if applicable.
- C. The Applicant shall **provide the information required under A and B to the Tourism Co-op Administrator, Laughlin/Constable, Inc. at 207 E. Michigan Street, Milwaukee, WI 53202 no later than the application date** for placement in each media property listed in the most current version of the Wisconsin Department of Tourism publication entitled "Co-op Advertising Opportunities".
- D. The information provided by the Applicant pursuant to this section of the Agreement is the only direction considered to be given by the Applicant to L/C for placement of advertising under this Agreement and that information is made part of this Agreement.

IV. RULES OF PARTICIPATION

- A. All first-time participants in the program shall pay in advance for all advertisements for the first six months of participation in the program or for such longer time as L/C may determine is necessary to establish the Applicant's credit.
- B. Payment for current participants, whose existing accounts are not more than 30 days past due, are due no later than the last weekday of the month following the month of placement of each advertisement. For example, payment for an advertisement placed during January 2016 is due no later than February 26, 2016.
- C. A current participant whose account is more than 45 days past due may not place advertising under the program until its entire balance is paid. When the balance of such a current participant is paid in full, it may place advertising under the program as provided for first-time participants under A.
- D. All balances not paid by their due dates will have interest at the rate of 1.5% per month added to the balance from the due date to the date of payment. In the event that the Applicant's account is placed for collection, the Applicant will pay collection and attorney fees equal to 25% of the amount owed.
- E. L/C reserves the right to change payment terms in the case that delinquencies in Applicant's payments, or such impairment of Applicant's credit as in L/C's reasonable opinion, might affect future payments hereunder.



LAUGHLIN CONSTABLE

V. RATES AND PAYMENTS

- A. The Applicant will make **lockbox payment to Laughlin/Constable, Inc., P.O Box 8435, Carol Stream, IL, 60197-8435..**
- B. The Applicant will pay at the rate and in the amount charged by the applicable media to the Department of Tourism Cooperative Advertising Program for the placement requested by the Applicant on the date each placement is requested under this Agreement.
- C. L/C will charge Applicant for applicable Wisconsin and Illinois sales tax. Applicant will be responsible for payment of all other sales and use tax.

VI. GOVERNING LAW AND VENUE

This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and may not be altered or waived except by a writing signed by both parties. This Agreement shall be governed by the Laws of the State of Wisconsin applicable to the contracts executed and to be performed entirely in the State of Wisconsin. Any dispute arising under, or as a result of this Agreement, shall be venued in the Circuit Court of Milwaukee County in the State of Wisconsin and Applicant consent to such jurisdiction.

VII. PERSONAL GUARANTEE

Each undersigned representative of the Applicant personally and individually guarantees unconditionally full and prompt payment of past, present and future obligations due under this Agreement for the Applicant and any successor in interest, corporate or non-corporate, in the Applicant's business.

VIII. HOLD HARMLESS

Applicant represents and warrants that any intellectual property provided by Applicant for use hereunder does not infringe any trademark, copyright, patent or other proprietary right of any third party and to Applicant's knowledge, no action, suit or claim has been initiated or threatened against Applicant with respect to the use of such intellectual property provided by Applicant.

Applicant will indemnify and hold L/C harmless with respect to any claims or actions instituted by third parties which result from (a) the use of materials furnished to us by Applicant, (b) a change made by Applicant to material created by us; or (c) any death, personal injury or property damage claims or actions arising from the use of Applicant's products or services. Information or data obtained from Applicant to substantiate claims made in advertising shall be deemed to be "materials furnished by Applicant".

In the event of any proceedings against Applicant by any regulatory agency or in the event of any court action or self-regulatory action challenging and advertising of Applicant, Applicant will reimburse us any out-of-pocket costs we may incur in connection with any such action or proceeding.

We will use our reasonable best efforts to guard against any loss to Applicant caused by the failure of media, suppliers, or others to perform in accordance with their commitments, but we will not be responsible for any such loss or failure on their part, or any destruction or unauthorized use by others of Applicant's property.

The Applicant agrees to indemnify and hold harmless Laughlin/Constable, Inc., the Wisconsin Department of Tourism, and their respective agents, officers and employees with regard to any claim made as a result of any advertising placed by the Applicant under this Agreement, and further agrees to defend, at its sole expense, any action or proceeding commenced for the purpose of asserting a claim related to advertising placed under this Agreement.



LAUGHLIN CONSTABLE

Please indicate your acceptance of the terms and conditions of all three pages of this agreement by signing below and returning it to Laughlin/Constable, Inc.

Agreed and accepted for the Applicant:

Authorized Signature

Printed Name

Title Date

Agreed and accepted by Laughlin/Constable, Inc.

Signature Date