



VENDOR PARTICIPATION

Television Advertising Plan

Fax: 916-944-4738

New for TV - 5 Second Spots!

TV is by far the most powerful and persuasive media vehicle that educates, reaffirms and motivates Ace customers!

Over 150 spots per month!
Includes one Tier 1 Print ad!
TV runs over a 2 week period!

Only \$6,000 per month!
Production included!



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TV Months

January	_____
February	_____
March	_____
April	_____
May	_____
June	_____
July	_____
August	_____
September	_____
October	_____
November	_____
December	_____

Just mark the months you want!

ASK ABOUT OUR EXCITING EVENT PROMOTIONS!

Availability is subject to the discretion of the NorCal Ace Retailer Group. When completed and signed, this form will authorize the NorCal Ace Retailer Group to include you as a participant in their advertising program.

Authorized by (signature): **X** _____
Signature indicates agreement to terms on reverse.

Date: _____

Please print name: _____ Email: _____

Title: _____ Phone: _____ Fax: _____

Vendor _____ Ace Vendor#: _____

Address: _____

Billing Address: _____

If different from above.

Ace SKU# _____ Mfg# for non Ace item _____

Products to be featured: _____



OVER 21 YEARS OF ADVERTISING EXCELLENCE!



Advertising Application

OVER 56
PARTICIPATING
ACE STORES
IN CALIFORNIA,
NEVADA &
IDAHO

CELEBRATING
OVER 21 YEARS
ADVERTISING
EXPERIENCE

QUALITY
BROADCAST
ADVERTISING

FULL COLOR
PHOTOGRAPHY
PRESENTATION
OF YOUR
PRODUCTS

18,000,000
CIRCULARS
DISTRIBUTED
ANNUALLY

ADDITIONAL
SPECIAL EVENT
PROMOTIONS

WE SELECT ALL
OF OUR OWN
PRODUCTS

TERMS AND CONDITIONS

1. The participating vendor who has executed this Agreement on the reverse side hereof ("Vendor") hereby accepts the following terms and conditions. The total program charge ("Fee") shall be paid to NorCal Ace Advertising Group Inc. ("NCS") according to the terms of the Agreement as set forth on the reverse side hereof. NCS, in consideration of the payment of the Fee by Vendor, agrees to provide the advertising program as specified on the reverse side hereof ("Program").
2. This Agreement shall become effective on the date accepted by NCS. This Agreement shall remain in effect for the term of the advertising program ("Term") unless canceled by NCS pursuant to paragraph 4 hereof.
3. NCS will not be responsible for delays or lack of performance caused directly or indirectly, by strikes, accidents, or other reasons of a like or similar nature beyond its control. IN NO EVENT WILL NCS BE LIABLE FOR LOSS OF PROFITS OR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. NO ACTION RELATING TO OBLIGATIONS HEREUNDER MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION.
4. This Agreement may be terminated by NCS in the event NCS elects not to implement the Program. Exercise of the right to terminate shall be in the sole and absolute discretion of NCS. In the event of termination by NCS, NCS shall remit to Vendor 100% of the Fee paid by Vendor. If Vendor fails to pay the Fee to NCS, NCS may pursue all available legal remedies against Vendor. Vendor shall reimburse NCS for all legal fees and costs, including filing fees, incurred by NCS in administering the default. NCS may retain all of the Fees actually paid by Vendor and may pursue legal action against Vendor to recover the balance of the liquidated damages amount determined below. The parties hereto agree that it would be difficult to impracticable to determine the actual damages suffered by NCS as a result of a default by Vendor in the payment of the Fee. Therefore, the parties agree that the sum equal to the unpaid amount of the Fee plus fifty percent (50%) of the total Fee is a reasonable estimate of the damages suffered by NCS as a result of such default by Vendor and shall constitute liquidated damages in the event of a default by Vendor.
5. NCS MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE PROGRAM AND HEREBY DISCLAIMS THE SAME.
6. Balance after 90 days is subject to a \$25.00 charge. 1.5% of original balance will be added for each additional 30 day period your account is past due.

COMPLETE AND FAX OR MAIL TO:

NORCAL ACE RETAILER GROUP WWW.NORCALACE.COM

8300 Fair Oaks Blvd. Suite 408

Carmichael CA 95608

Phone: 916-944-5800 Fax: 916-944-4738

Email: norcalace@sbcglobal.net Form must be filled out completely.