

# JWR International Directory of Fine Arts and Film Sponsorship Form

Date:

I/We have read and accept the terms and conditions.

First Name   
 Last Name   
 Company   
 Address   
 City/Town   
 Country  Postal Code   
 Province/State   
 Telephone   
 Fax   
 Other Telephone

Mailing Address:

James Wegg & Associates/JWR  
 12-111 Fourth Avenue, Suite 124  
 St. Catharines, ON Canada L2S 3P5

Phone: 905-938-2850; Fax: 905-704-0555  
[www.jamesweggreview.org](http://www.jamesweggreview.org)

Contact e-mail   
 Website

Logo Image:  Is attached  Is available on our website

Type of Sponsorship	Article or person (check website for availability)	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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# Terms and Conditions

1. **1. PURCHASE OF SPONSORSHIP** --James Wegg and Associates/JWR (“**JWR**”) sells to the organization or individual (the **Sponsor**), who purchases same, the Sponsorship (the “**Sponsorship**”) described on the **International Directory of Fine Arts and Film** (the **Directory**) sponsorship order form which is part of this contract (the “**Contract**”) for the indicated quarterly or annual fee. JWR will publish the Sponsorship in the Directory following the date of execution of this Contract.
2. **VARIABLE TERM AND AUTOMATIC RENEWAL** --Except for sponsorships purchased “in perpetuity” (Articles, Reviews Previews; Historical People), which have no expiry or Initial Term, this Contract is for an initial term beginning at the date of execution hereof and ending immediately prior to the publication of the Directory following that for which the Sponsorship was purchased (the “**Initial Term**”). At the end of the Initial Term, this Contract is automatically renewed for subsequent terms (“**Renewal Periods**”) ending on the date of publication of the following year unless the Sponsor gives JWR a written notice of non-renewal at least 2 months before the end of the Initial Term or of any Renewal Period. Any Initial Term or Renewal Period, typically of 12 months, may be reduced or increased, at JWR's sole discretion, and the corresponding fee reduced or increased proportionally to the reduction or increase in the Initial Term or the Renewal Period. The parties agree that no adjustment to the fee shall be made when the Initial Term or a Renewal Period is not reduced or extended by more than 1 month.
3. **INCREASE OF FEE** --The quarterly or annual fee due pursuant to this Contract may be increased annually by JWR, in accordance with its standard practices. The Sponsor shall pay JWR the increased fee upon receipt of a notice of increase from JWR.
4. **LATE CHARGES** --The Sponsor undertakes to pay the monthly or lump sum fee due pursuant to this Contract upon receipt of JWR's invoice. An interest rate of 1% per month compounded monthly (12 % per year) applies to any amount remaining unpaid 1 month following receipt of the invoice.
5. **EARLY TERMINATION AND REFUSAL TO POST** --JWR may terminate this Contract and refuse to post the Sponsorship, upon notice to the Sponsor, if the Sponsor is in default to pay any amount owed to JWR pursuant to this Contract or to any other contract entered into with JWR.
6. **NO REPRESENTATIONS BY JWR - NO WARRANTY OF SUCCESS FOR THE SPONSOR** --The Sponsor acknowledges that, in order to promote its Directory and website, JWR may, from time to time, convey data, including statistics, which illustrates results obtained by certain Directory Sponsors, or average results obtained by certain groups of Directory Sponsors; JWR declares that such data is, to the best of its knowledge, true and accurate and that said data has been obtained from credible and independent sources. The Sponsor also acknowledges that such data is conveyed solely for informational purposes, that JWR does not conduct any analysis regarding the Sponsor's business and that, consequently, the results obtained by the Sponsor could vary considerably. To this effect, the Sponsor acknowledges that JWR does not make any representations or warranties whatsoever regarding the results that the Sponsor may obtain following the posting of the Sponsorship.
7. **SPONSOR'S WARRANTY** --The Sponsor warrants that it holds all the rights to use the trade-marks or trade names included in the Sponsorship and that such use does not violate any provision of any law or statute, including the *Trade-Marks Act*, the *Copyright Act* and any other law or statute relating to intellectual property.

- 8. 8. LIMITED LIABILITY OF JWR** --The Sponsor acknowledges that JWR produces and posts a very large number of Sponsorships, that errors may thus occur and that JWR would not be able to provide the Sponsorship, on an economic basis, without the benefit of a limitation of liability clause. Consequently, the Sponsor also acknowledges that such a limitation of liability clause is a material basis of this Contract, that such a limitation of liability constitutes an essential consideration of JWR's undertaking to offer the Sponsorship for the fee agreed upon and that in the case of any error or omission concerning the Sponsorship, including but without limitation, any error in the Sponsor's name, address, phone number and in the position or layout in the Directory, JWR's liability will be limited to the sum of the quarterly or pro-rated annual payments due pursuant to this Contract for the Initial Term or any applicable Renewal Period.
- 9. MODIFICATIONS TO THIS CONTRACT BY JWR** --The Sponsor acknowledges that JWR may, from time to time, unilaterally modify this Contract if such modifications do not substantially affect the rights and obligations of the Sponsor. The Sponsor is bound by any such modifications from the moment the Sponsor receives a notice to that effect. The current version of this Contract can be found at [http://www.jwrtestdir.com/Forms/JWR\\_Sponsorship.pdf](http://www.jwrtestdir.com/Forms/JWR_Sponsorship.pdf) or obtained by calling 1-905-938-2850.
- 10. JWR'S TRADE-MARKS AND PROPERTY OF THE SPONSORSHIP** --The Sponsor acknowledges that it is not authorized to use JWR's name or any of its trade-marks without the prior written consent of JWR. The Sponsor also acknowledges that JWR owns the intellectual property rights related to the Sponsorship and undertakes not to reproduce same without JWR's prior written consent.
- 11. PRIVACY PROVISIONS** --If the Sponsor is an individual, JWR informs the Sponsor that the personal information contained in the Sponsor's file is accessible to employees or representatives of JWR in the performance of their duties. This file is kept by JWR's Customer Service, to which the Sponsor may address a request for access or changes at [info@jamesweggreview.org](mailto:info@jamesweggreview.org) or by calling 1-905-938-2850.
- 12. JURISDICTION** --This Contract is governed by the laws applicable in the Canadian province of Ontario.