

348 West 57th St, Suite 107
New York, NY 10019

Re: Village of Pleasantville - Pleasantville Music Festival 2023- 436675

Attn: Eric Morrissey (administrator@pleasantville-ny.gov)

This letter will confirm the terms of your agreement and Insertion Order with Bandsintown.

Media Company Service:

Media Company will include advertisements on behalf of Advertiser within emails to Bandsintown users in exchange for the Fee described below:

● Advertiser	Village of Pleasantville (“Advertiser”)
● Media Company	Bandsintown LLC
● Advertiser Product	Dedicated Email
● Fee	\$.05/email x 28,429 = \$1,421.45
● Campaign Start Date	Week of May 30th, 2023
● Campaign End Date	Week of June 26th, 2023
● Ad Placement	<p>Bandsintown will send an email campaign out to all of the fans of the performing artists of Pleasantville Music Festival and similar artists within 35 miles of White Plains New York reaching 28,429 fans for \$1,421.45.</p> <p><u>Value Ad:</u> 1 Free email rebblast 1 Free Push Notification to the max available based on the targeting and reach 1 Free Facebook Remarketing Campaign running for two weeks</p>
● Payment Method	Advertiser will pay Bandsintown via credit card, debit card, PayPal, wire transfer or check upon execution of insertion order.
● Additional Terms	Advertisements will be created from artwork provided by Advertiser (“Advertising Materials”). Advertiser hereby warrants that Advertising Materials, or any use thereof as set forth herein, will not violate any law or infringe upon or violate the rights of any third party.

This Insertion Order dated May 18th, 2023 (“IO”) is subject to the IAB Standard Terms & Conditions, Version 3 and the following:

- **Conflict of Terms:** This IO consists of the insertion order page, these terms and conditions (these “Ts&Cs”), and the terms and conditions contained in the AAAA / IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0, as modified herein, (the “4A/IAB STC”), which terms and conditions are incorporated and made a part hereof by this reference. Except as otherwise expressly provided in these Ts&Cs, in the event of any conflict between the terms of the 4A/IAB STC and of these Ts&Cs, these Ts&Cs shall control. Additionally, in the event of any conflict between the terms of these Ts&Cs and the IO, the IO shall control. All advertising ordered pursuant to this IO shall be subject to the terms hereof. Capitalized terms that are not defined below shall have the meaning ascribed to them in the 4A/IAB STC.

- **Interpretation:** Any reference to “Media Company” in the 4A/IAB STC shall mean Bandsintown. Any reference to “Agency” and “Advertiser” in the 4A/IAB STC or in these Ts&Cs mean Advertiser as set forth above; provided however that if no Agency is involved the references to “Agency and “Advertiser” in the 4A/IAB STC and herein shall all be deemed to refer to the Advertiser identified on the IO.

- Media Company reserves the right to reject, remove or cancel any Ads, space reservation, position commitment or digital services at any time and for any reason in its sole discretion.
- Placement of Ads is in the sole discretion of the Media Company..
- Copyright: All rights and interests in and to all Advertising Materials (as defined in the definition section) delivered to Media Company by Advertiser will remain at all times Advertiser's sole and exclusive property.
- Jurisdiction: New York will be the state designated for purposes of Section XIV(d), and Advertiser agrees that it will bring any claims, legal proceeding or litigation arising in connection with the IO (including Advertiser's Terms and Conditions) only in New York.

I look forward to a successful campaign. Please email back to htolley@bandsintown.com.

Village of Pleasantville

Janahimman

Bandsintown LLC