

Website Banner Advertisement Agreement

<http://www.idsupra.com/post/documentViewer.aspx?fid=33c96e39-f76e-4289-9b50-478e2b1f2c7a>

THIS ADVERTISEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2008, by and between _____, LLC, with an office at _____ (hereinafter referred to as the "Company"), and _____, with an address at _____ (hereinafter referred to as "Advertiser").

This Agreement is attached to and forms a part of a Banner Insertion Order Form (hereinafter referred to as the "Insertion Order") between the Company and Advertiser, who is listed below (the Insertion Order and these Terms & Conditions are collectively referred to herein as the "Agreement"). Advertiser agrees to pay the fee stated in the payment section (the "Fee") of the Insertion Order, to be paid by credit card and in advance for each month, with payment for the first month being paid upon the signing of the Agreement. If the services provided here to Advertiser will commence on a date other than the first of the month, then the first payment shall be for the balance of the first calendar month, prorated, and for the first full calendar month thereafter. The Fee is non-refundable, and will not be prorated should the Advertiser decide to discontinue the display of the Banner Advertisement at any time prior to the end of the contract period. Violation of any of the terms or conditions of this Agreement may result in the immediate termination of our advertising services to Advertiser without any reimbursement of the Fee, at our discretion. If the Company terminates its services to Advertiser where there has been no violation by Advertiser of any of the terms or conditions of this Agreement, then the Company shall reimburse Advertiser for any payment made by it to the Company for the period for which it does not receive the Company's services, prorated for any partial month.

The Banner graphic, to be supplied by Advertiser, must be in the format and in accordance with the other specifications of the Company.

This agreement is non-exclusive, meaning the Company may have Banner Advertisements from several parties appearing on its site at the same time.

The Company will provide the Advertiser with the relevant website traffic information. The Company does not and cannot make any representation or warranty as to the number, frequency or duration of any such traffic information. Advertiser agrees not to hold the Company responsible for any liability, loss, cost, claim, damage or causes of action of any kind that it may suffer as a result of the transactions contemplated hereby, including but not limited to loss resulting from service delays and incomplete or interrupted service, regardless of cause or fault.

The Advertiser is solely responsible for any liability arising out of or relating to the Banner Advertisement, and/or any material to which users can link through the Banner Advertisement. The Advertiser represents and warrants that any information found on URLs hyperlinked from the Banner Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, image, or other proprietary or confidential information or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity. The Advertiser further warrants that any information found on URLs hyperlinked from the Banner Advertisement will not contain any sexual content, obscene material, material that is adult in nature and not suitable for minors, or material that promotes gambling, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. Advertiser agrees to indemnify the Company and to hold the Company, and its officers, directors, employees and agents harmless from any and all liability, loss, cost, damage, claims, or causes of action of any kind, including reasonable legal fees and expenses that may be incurred by the Company, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

This Agreement and the resolution of any dispute related to this Agreement shall be governed by the laws of the State of New York without giving effect to any principles of conflicts of law. Each of the parties hereto irrevocably consents to the jurisdiction of the Federal and State courts located in New York County in the State of New York. Failure by the Company or its affiliates to insist upon strict enforcement of any provision of this Agreement shall not be construed as a waiver of any provision or right.

Upon the signing of this Agreement, the Company will commence setup for Advertiser's Banner Advertisement and issue an invoice. The Company will make the Banner Advertisement visible on the one or more Page URL's listed in the Insertion Order upon receipt of payment (pending Advertiser readiness and approval).

The Agreement constitutes the sole agreement between the Company and Advertiser regarding Advertiser and the Company's website. Any additional work not specified in the Agreement must be authorized by a written change order and the fees stated in this Agreement do not cover any such additional work. This Agreement may only be modified, or rights under it waived by a written document executed by both parties of the Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized representatives, on the date and year written below.

ADVERTISER:

Printed Company name

By _____ Position: _____ Date _____

Signature

Print Name: _____

_____, LLC

By _____ Position: _____ Date _____

Signature

Print Name: _____