ADVERTISING & MARKETING AGREEMENT

This **Advertising & Marketing Agreement** (the "Agreement") is hereby made and entered into by and between _____, of _____, (the "Advertiser") and _____, of, _____ (the "Client"), on this _____ day of _____, 20 _____.

The Advertiser is in the business of providing advertising and marketing services to its clients.

The Client desires to engage Advertiser to render certain advertising services, and Advertiser hereby accepts such engagement and agrees to render such services upon the terms and conditions set forth herein.

In consideration of the mutual agreements and covenants herein contained the parties hereto agree as follows:

ENGAGEMENT

For and during the term of this Agreement, Advertiser shall provide the following advertising services for the Client upon the terms and conditions as contained in this Agreement:

_____
_____
_____ ("Services").

PAYMENT

The Client shall pay the Advertiser for the Services rendered hereunder under the following terms: _____
_____
_____

CONTENT

Client shall deliver the following advertising and marketing services to the Advertiser: _____
_____
_____
_____

LIABILITY

Client shall be fully responsible and liable for the content contained in the Advertisement. The Advertiser is not responsible for, and in no way warrants, guarantees, or ratifies, the representations made or implied in the contents.

PROHIBITED CONTENT

Advertisements shall not contain:

(i) any content promoting the use of alcohol, tobacco or illegal substances; nudity, sex, pornography, or adult-oriented content;

(ii) any content which is explicative or inappropriate language;

(iii) content promoting illegal activity, racism, hate, "spam", mail fraud, pyramid schemes, or investment opportunities or advice which is not permitted under law;

(iv) content that is libelous, defamatory, contrary to public policy or otherwise unlawful or any other content deemed inappropriate by the Advertiser in its sole discretion.

Use of any such inappropriate content by the Client will result in the suspension, termination and removal of the Advertisement or any other action deemed necessary by the Advertiser in its sole discretion.

ACCEPTANCE

The Advertiser reserves the right to review and approve the suitability of the Advertisement submitted. Advertiser may reject or cancel any Advertisement for any reason which it believes in good faith to be detrimental. If the Advertiser so rejects Client's Advertisement or terminates its display, then this Agreement shall be terminated, and Advertiser will return any prepaid advertising fees to Client.

CLIENT WARRANTY

Client warrants to Advertiser that:

(i) Client has the right and authority to enter into and perform its obligations under this Agreement;

(ii) the Advertisement shall conform to the description and specifications set forth by Advertiser;

(iii) the Advertisement shall not constitute or be the subject of a notice or claim of any false designation of origin, false advertising or unfair competition under the law of any country;

(iv) the Advertisement does not and shall not contain or be alleged to contain any content, work, name, mark, designation, materials or link that actually or potentially violates any applicable law or regulation, or infringes any proprietary, intellectual property, contract or tort right of any person or misappropriates a person's trade secret, name, likeness or identity;

DISCLAIMER

The services are provided “as is” without warranty of any kind, express or implied and any use of the services are at Client’s sole risk. Advertiser does not warrant that the services or the performance or any results that may be obtained by use of the services. Advertiser makes no other warranties, express or implied, including, without limitation, any implied warranties of merchantability and fitness for a particular purpose, concerning the subject matter of this agreement.

INDEPENDENT CONTRACTOR

Advertiser shall provide the Services as an independent contractor and Advertiser shall not act as an employee, agent or broker of the Client. As an independent contractor, Advertiser will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. Advertiser understands that Client will not withhold any amounts for payment of any taxes from Advertiser's compensation.

TERMINATION

(a) Either party may terminate this Agreement for convenience by providing fifteen (15) days written notice (“Termination Notice”) to the other party.

(b) If a party violates its obligations to be performed under this Agreement, the other party may terminate the Agreement by sending a fifteen (15) days' notice in writing. Upon receiving such notice, the defaulting party shall have fifteen (15) days from the date of such notice to cure any such default. If the default is not cured within the required fifteen (15) day period, the party providing notice shall have the right to terminate this Agreement.

ASSIGNMENT

Advertiser shall not assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Client and any attempt by Advertiser to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Client Address:

_____

_____

Advertiser Address:

_____

_____

GOVERNING LAW

This Agreement is to be construed and in accordance with and governed by the laws of the State of _____.

DISPUTE RESOLUTION

All disputes under this Agreement shall be settled by arbitration in _____ before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

SEVERABILITY

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or

unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID TO ADVERTISER BY CLIENT.

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INDEMNIFICATION

Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorney's fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or agents;
ENTIRE AGREEMENT; AMENDMENT:

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

WAIVER

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

The parties have signed this Agreement as of the date first set forth above.

CLIENT	ADVERTISER
By: _____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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