

## CONTRACT

### Contact Information

#### Company

name: \_\_\_\_\_ address: \_\_\_\_\_

phone: \_\_\_\_\_

email: \_\_\_\_\_ website: \_\_\_\_\_

fax: \_\_\_\_\_

#### Representative

name: \_\_\_\_\_ address: \_\_\_\_\_

phone: \_\_\_\_\_

email: \_\_\_\_\_ website: \_\_\_\_\_

fax: \_\_\_\_\_

### Plans & Extras

#### Multimedia Package

see addendum for details of package

**Logo** \_\_\_\_\_

**Basic** \_\_\_\_\_

**Advanced** \_\_\_\_\_

**Premium** \_\_\_\_\_

**Other** \_\_\_\_\_

#### Notes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Billing Information

Same as contact information.

name: \_\_\_\_\_  
(first name as it appears on card) (last name as it appears on card)

card type: \_\_\_\_\_ card number: \_\_\_\_\_

card expiration: \_\_\_\_\_  
(month) (year)

card security code: \_\_\_\_\_

address: \_\_\_\_\_  
(street) (city, state, zip code)

email: \_\_\_\_\_ phone: \_\_\_\_\_ fax: \_\_\_\_\_

### Courtesy Design & Production

I understand that any and all courtesy banner designs are developed solely at the discretion of My Local Lineup and that I'm given one and final draft for either approval or disapproval. If approved, banners will be placed in campaign, which will begin according to the date specified below. If disapproved, I'm completely responsible for designing the banners for my campaign and will provide them to My Local Lineup in a timely manner to begin the campaign according to the date specified below. And as to courtesy commercial productions, I understand that all and any courtesy commercial production is developed solely at the discretion of My Local Lineup and that I must provide all media material to be used in commercial production. I'll be given one and final draft for either approval or disapproval. If approved, commercial will be placed in campaign, which will begin as specified below. If disapproved, I'm completely responsible for producing the commercial for my campaign and will provide it to My Local Lineup in a timely manner to begin the campaign according to the date specified below.

### Term Information

The campaign specified herein starts on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (mm/dd/yy) and will run for \_\_\_\_\_ months and thereafter turns into a month-to-month campaign. Any changes to the account after the number of months aforementioned must be sent via email to info@mylocallineup.com, even if previously communicated through other means to one of the My Local Lineup representatives.

Company Representative X \_\_\_\_\_ (initials)

Company Representative X \_\_\_\_\_ (initials)

Signature: X \_\_\_\_\_

(I have read and agree to the Complete Terms and Conditions.)

Date: \_\_\_\_\_

**Complete Terms and Conditions - TV Advertising** This TV advertising agreement (the "Agreement") is made between My Local Lineup (the "Publisher") and the undersigned advertiser (the "Advertiser"). In consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

1. **Advertising** Publisher shall use its diligent efforts to provide advertising services specified in Agreement. Any advertising submitted by Advertiser must be in form and substance acceptable to Publisher. Publisher reserves the right to refuse any ad for any and all reasons.

2. **Payments.** (a) Advertiser shall pay annually the total amount set forth in Agreement to Publisher. Each year, Advertiser shall pay that amount as specified in agreement: either in full or in installments. If in full, the total annual amount of the TV Advertising Agreement is due by the 15th of the month preceding the first scheduled advertisement. If in installments, the total advertising fee for the immediately approaching month is due by the 15th of the month preceding it. (b) The advertising fees do not include commercial production. A fully produced commercial and other requested artwork received after artwork deadline will incur a 10% late fee for that month's advertising fees. Artwork deadline is on the 15th of the month preceding the date when commercial is scheduled to air. (c) Payments received after 10 days from due date will incur in a 5% late fee plus 2%/mo interest until payment has been received in full. (d) My Local Lineup reserves the right to stop advertisement campaign, in part or in its totality, if previous monthly payments are overdue. 3. **Indemnity.** Advertiser shall at all times defend, indemnify, and hold harmless Publisher and its officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, and assigns from and against any and all damages, lawsuits & losses arising from Advertiser's published advertisements.

4. **Changes.** If Advertiser wishes to make changes to Agreement, including cancellation, requests must be sent via email to info@mylocallineup.com. Publisher reserves the right to change publication schedule and deadlines. 5. **Limitation of Liability.** (a) Under no circumstances shall publisher and any of its members be liable to advertiser or any third party for indirect, incidental, consequential, special, or exemplary damages (even if advised of the possibility of such damages), arising from this agreement. (b) Publisher and its members disclaim any and all representations and warranties, including any regarding merchantability, fitness for particular purposes, suitability, compliance with laws, quality, or otherwise, with respect to the Publisher's products. (c) In no event shall publisher and its members be liable in any way for an amount greater than the payment owed to Publisher under this agreement. (d) Publisher and its members would not have entered into this Agreement but for the limitations contained in this section 5. 6. **Counterparts and Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single instrument. Facsimile signatures are acceptable.