

INTERNET ADVERTISING AGREEMENT

1. **Parties and Effective Date:**

This Agreement is entered into between:

_____ hereinafter referred to as "CLIENT", located at:

_____,
phone number (____) _____ - _____ and **Villageway Management, Inc.**, hereinafter referred to as "**VMI**", located at 23041 Avenida de la Carlota, Suite 270, Laguna Hills, CA 92653.

This Agreement shall commence upon execution by the parties, submission of required "art work" and will continue for one (1) year and renew automatically each year for an additional one (1) year until terminated by either party as provided for in Paragraphs 4 and 5.

2. **Entire Agreement:** The services are provided to the CLIENT under the Terms and Conditions as described herein, and **Exhibit A**, which is attached to and made a part of this Agreement. The terms and conditions of this Agreement supercede any previous agreement, statement of terms and conditions, or understanding between CLIENT and VMI. All representations or promises relied upon in executing the agreement are included in the agreement.

3. **Billing:** All setup fees and first year's payment, as shown in Exhibit A, are due and shall be paid following the execution of this Agreement, and no services shall be rendered until receipt of said payment. After the initial payment, yearly scheduled payments are due under net 30 days terms, unless specified otherwise on the invoice. Late amounts may be subject to reasonable collection and legal fees, plus interest accrued at 1.5% per month, or up to the maximum amount allowed by the State of California, whichever is greater. Returned checks are subject to a \$25.00 charge.

If payment is not received by VMI according to the invoice payment terms, the CLIENT shall be informed, or attempted to be informed, by telephone, fax, US Mail or Email of the overdue payment. If the CLIENT does not cure the default within thirty (30) days of notification of default, all Internet and related services provided by VMI may be suspended or terminated.

4. **Modifications or amendments:** Modifications or amendments to the Internet Advertising Contract Agreement will only be made expressed in writing 30 days after Email or US Postal notification is sent to the CLIENT. CLIENT shall keep VMI informed of any changes in the principals or management of CLIENT, its current mailing address and telephone number to which notices and invoices may be sent.
5. **Right to Terminate:** Either party may terminate this Agreement, with or without cause, by giving a thirty (30) day written notice to the other party, via certified US Postal mail. No refund of any portion of yearly payment will be given.
6. **Content:** CLIENT agrees to assume full responsibility and liability for the content of its advertisement. VMI is not responsible for, and in no way warrants, guarantees, or ratifies, the representations made or implied in CLIENT's content. If CLIENT desires to modify its content, it shall provide a written request to VMI specifying in detail the modification desired. VMI shall, within a reasonable time, effectuate the modifications to the content ("Content Maintenance"). The CLIENT is also to prepare and direct implementation of all new content ("Content Maintenance") that is to be coded and programmed onto the VMI developed site or advertisement within its assigned media space.

INTERNET ADVERTISING AGREEMENT (continued)

7. **Limitation of Liability:** In no event shall VMI or its agents, officers, or employees, or any affiliated company, or any agent, officer, or employee of any such company (INDEMNITEES), be liable for incidental or consequential damages of any kind, including but not limited to, loss of revenue or profits whether resulting from breach of contract, negligence, or otherwise. The CLIENT acknowledges it has been informed that VMI is dependent on National Backbone Operators for Internet access and routing. INDEMNITEES shall not be held liable if one or more of these National companies should experience a problem that prevents VMI or VMI's CLIENTS from gaining access to the Internet, the CLIENT's web site, and/or the CLIENT's advertisement.

Any liability of VMI, including, without limitation, any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, delay of operation or transmission, communications line failure, theft or destruction of, or unauthorized access to, alteration of, or use of records, shall be strictly limited to the lesser of the amount paid on behalf of the CLIENT to VMI during the year, or since the beginning of this Agreement, whichever is the lesser.

8. **Indemnification:** CLIENT shall indemnify, defend and hold VMI and Indemnitees harmless against and in respect to any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including without limitation, interest, penalties, and attorneys' fees, that VMI shall incur or suffer, which arise, result from or relate to any action taken or omitted, or representation made by the CLIENT to their customers. The duty to indemnify arises in any action or proceeding that arises, results from, or relates to, in whole or in part, to any action, inaction, or reps of the CLIENT. The CLIENT has a duty to pay the attorneys fees of the lawyers "VMI" chooses to defend itself in any such action.
9. **Arbitration:** Any controversy or claim arising out of, or related to, this Agreement shall be settled by arbitration in the County of Orange, State of California, in accordance with the then existing rules of the American Arbitration Association and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter in the controversy.
10. **Severability and Assignment:** If any provision of this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. VMI has the right to sell, assign, and/or transfer this Agreement with its rights, title, or interest in it to any person, firm, or corporation at any time, and such assignee shall acquire all rights and assume all the obligations of VMI under this Agreement.

The CLIENT agrees to be responsible for payment of this account and to abide by the above terms and conditions, as amended, provided pursuant to Paragraph 4.

Villageway Management, Inc. (VMI)

Client's Name

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

INTERNET ADVERTISING CONTRACT AGREEMENT (continued)

EXHIBIT A

PLEASE INITIAL ON THE LINE UNDERNEATH THE SERVICE FEE THAT IS TO BE SELECTED.

<u>Description of Service</u>	<u>Setup Fee</u>	<u>Yearly Fee</u>
Package A: Basic listing in Vendor Section of the VMI web site for CLIENT. Listing to include CLIENT name, contact name, address, telephone number, fax number, E-mail link.	\$50.00 <u> </u>	\$300.00 <u> </u>
Package B: Detailed listing in Vendor Section of the VMI web site for CLIENT. Listing to include CLIENT name, contact name, address, telephone number, fax number, E-mail link and the following must be submitted by client BEFORE the advertisement can be programmed on the web site: <ul style="list-style-type: none">• CLIENT logo or image (125x125 pixels)• Contact Name and Email address• Website address link to CLIENT's own web site• Brief description of CLIENT's services.	\$50.00 <u> </u>	\$600.00 <u> </u>
Package C: <i>Marquee Advertising</i> Feature yourself on our Marquee Advertising Slider on our Vendor Page, and gain <i>maximum exposure</i> . This package includes everything that A & B consist of yet is placed strategically on our sliding advertisement bar at the top of our Vendor Page.	\$50.00 <u> </u>	\$900.00 <u> </u>

The CLIENT agrees to pay for selected services to be provided by VMI for the above fees, and abide by the above terms and conditions.

Client Name

By: _____

Print Name: _____

Title: _____

Date: _____

Referred By: _____
VMI Employee's Name