

## ADVERTISING AGREEMENT

This ADVERTISING AGREEMENT (the "Agreement") is entered into on the date associated with the on-line advertising sales agreement for the year 2014, by the signature ("Advertiser"), and VISIT HERE, LLC, a Florida limited liability company ("Publisher").

### Recitals

Publisher is in the business of providing a web site focused on the community of Estero, Florida.

Advertiser is the designated signature on the on-line Advertising Sales Agreement.

Advertiser hereby agrees to purchase advertising space from Publisher on the Visit Estero Web Site, located at [www.visitestero.com](http://www.visitestero.com) ("Web Site").

### 1. Term

This Agreement shall be in effect from the Effective Date listed on the signature page of the on-line Advertising Sales Agreement, unless terminated earlier or extended under the terms of this Agreement.

### 2. Payment

Advertisers select the individual payment options, on-line, during the sales application process. If this Agreement is terminated, no refund will be due or payable to Advertiser. Failure to comply with the termination procedure outlined in Section 1 will result in the continuing effect of the terms of this Agreement.

### 3. Non-Refundable Deposit and Advertising Fees

As further detailed in Exhibit A, Advertiser agrees to pay a **non-refundable deposit** to secure its position on the Web Site and to compensate Publisher for any and all time and expense Publisher has incurred to provide for Advertiser's advertisement on the Web Site. This deposit is due upon signing of this Agreement and is non-refundable, even if this Agreement is cancelled or rescinded by either party. Due to the unique nature of Advertiser's content that will be placed on the Web Site, Publisher will not be able to replace the content with another Advertiser's content. Advertiser understands and agrees that upon execution of this Agreement, any monthly publishing fees or optional fees as described in Exhibit A are **non-refundable** as Advertiser has been specifically chosen to appear on Publisher's Web Site.

### 4. Advertiser Responsibility, Proofs and Errors

Advertiser assumes full responsibility to email all advertisements to Publisher by the the 1<sup>st</sup> of the month prior to the publication of such advertisements. When Advertiser changes its submission, a

proof of the advertisement will be sent to Advertiser by Publisher. If Publisher does not hear from Advertiser within 48 hours of sending the proof of the advertisement, Publisher will assume that Advertiser has looked at the content, design, and layout and has verified that no errors appear. The advertisement will appear as received by Publisher.

If errors are discovered after the advertisement has been posted, Publisher will not be held responsible for said errors because proofs were supplied to Advertiser and Advertiser is responsible for contacting Publisher's office and requesting corrections and copy changes with sufficient notice in advance.

#### **5. Art Design**

In-house artwork design has a turnaround time of 48 hours for first draft designs. Final design turnaround time is based on Publisher and/or Advertiser approval. Advertising artwork submitted by the Advertiser will be approved or denied by Publisher within 24 hours.

#### **6. Advertising Placement**

All advertisements will be placed on the Web Site in a manner to be determined in Publisher's discretion as it relates to the web design process. Level 4 wide skyscrapers and leaderboards will be placed on separate web pages to avoid redundancy. Photo banners promoting an advertiser may exist on the same page with a wide skyscraper or a leaderboard that promotes the same advertiser. Advertising placement designation is an option available for advertisers (separate fees apply).

#### **7. Failure to Make Payment**

If Advertiser fails to make payment for two consecutive monthly periods, this Agreement will terminate automatically and no money will be refunded to Advertiser. Publisher reserves the right to lease the advertising space described in this Agreement to a third party upon Advertiser's failure to pay for two consecutive months.

#### **8. Disallowed Content**

Publisher reserves the right to refuse or remove any content by Advertiser if in Publisher's sole discretion, Publisher (i) deems it to violate the privacy, personal, proprietary, or contractual rights of third parties; or (ii) deems it to expose Publisher to legal liability or harm Publisher or its affiliates; or (iii) deems it to conflict with Publisher's values and principles, including but not limited to its vision, mission, and objectives.

#### **9. Intellectual Property**

Publisher agrees that any and all content, copyrights or trademarks provided by Advertiser shall remain the sole intellectual property of Advertiser. Advertiser grants Publisher an irrevocable, license limited

to the duration of this Agreement to use, reproduce, copy, or promote Advertiser's content for purposes of publishing, advertising, and promoting the Web Site. Advertiser agrees that all other content, copyrights or trademarks not provided by Advertiser shall be the sole intellectual property of Publisher. Advertiser shall not have a license to use, copy, reproduce or promote any intellectual property owned by Publisher.

#### **10. Indemnification**

Advertiser understands and agrees to the terms and conditions set forth in this agreement and Advertiser agrees to hold harmless, defend, and indemnify Publisher for damages or claims caused by content placed on Web Site by Advertiser. In the event that the entering into of this Agreement by either party is asserted by any third party to be a breach of any other contract to which one of the contracting parties hereto is a party, the alleged breaching party shall indemnify and hold harmless the other party hereto from and against any and all claims arising from any such asserting by the third party.

#### **11. Independent Contractor**

Each party is an independent contractor under this Agreement and nothing herein shall be construed to create a partnership, joint venture, agency or employer-employee relationship between the parties hereto. During the term of this Agreement, neither party (or its employees or agents) will be considered an employee of the other party within the meaning of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor or taxes of any kind.

#### **12. Representations and Warranties**

Advertiser represents and warrants they possess all the requisite legal and corporate power to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement. All corporate action on the part of Advertiser and its officers, directors, and shareholders that is necessary for the authorization, execution, delivery, and performance of all of the obligations of Advertiser under this Agreement has been taken. This Agreement has been duly executed and delivered by Advertiser and, assuming due execution and delivery by Publisher, is a valid and legally binding obligation of Advertiser, enforceable in accordance with its terms.

#### **13. No Guarantee to Advertiser**

Publisher makes no guarantee that Advertiser will receive traffic, sales or leads from the placement of its advertisement.

#### **14. Assignment**

Advertiser may not assign this Agreement at any time. Publisher reserves the right to assign this Agreement to a parent, subsidiary, successor, or affiliated entity. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

#### **15. Governing Law**

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any conflict-of-laws doctrine to the contrary, and without the aid of any custom, or rule of law requiring construction against the draftsman.

#### **16. Entire Agreement**

This Agreement contains the entire understanding between the parties hereto and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms contained within this Agreement and Exhibit A.

#### **17. Amendment**

This Agreement may be amended only upon the written agreement of the parties hereto.

#### **18. Notices**

All notices and other communications to be given hereunder shall be given in writing and shall be emailed, delivered personally, or mailed by registered or certified mail, postage prepaid, return receipt requested, to the addresses listed below or such other addresses as may be designated in writing hereafter by a party. Notice shall be deemed to have been duly given on the date of delivery if delivered personally to the party to whom notice is to be given, or as of the date indicated on the return receipt or, if such notice is refused, on the date when delivery of such notice is first refused.

If to: Publisher

Visit Here, LLC  
P. O. Box 597  
Esterro, FL 33928  
Email: [admin@visitestero.com](mailto:admin@visitestero.com)

**Publisher is not responsible for lost, filtered, or undelivered emails, regardless of reason.**

## **19. Headings**

The headings of articles, sections, and paragraphs of this Agreement are intended for convenience of identification only and shall not affect the meaning or interpretation of any of the provisions of this Agreement.

## **20. No Waiver**

No waiver of any covenant or condition of this Agreement shall be taken or construed to constitute a waiver of any subsequent breach of such covenant or condition or to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof.

## **21. Confidentiality**

The terms of this Agreement are confidential and shall not be disclosed to any individual or entity by either party hereto without the express written consent of the other party, except as may be required by law.

## **22. No Third Party Benefit**

Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

## **23. Attorney Fees**

In the event that any party to this Agreement shall commence any suit or action to interpret or enforce this Agreement, the prevailing party in such action shall recover that party's costs and expenses incurred in connection with the suit or action, including attorney fees and costs of appeal, if any.

## **24. Collection of Bad Debts**

If it becomes necessary to turn an account over to a collection agency for payment under this agreement, Advertiser will be responsible for paying interest and any fees or costs, including legal fees that result from the collection action.

## **25. Execution in Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more of the counterparts hereof, individually or taken together, shall bear the signature of all the parties reflected herein as the signatories.