

Pack 1832 Advertising Contract

This Advertising Contract is entered into between Cub Scout Pack 1832, here and after referred to as the "Pack1832", and _____, represented by _____,

here and after referred to as the "Client", on this _____ day of _____, 20____.

Ad Placement Begin Date: _____ Ad Placement End Date: _____

The ad will be linked to the following website or page: http://www._____

Upon submittal of this contract and receipt of payment, the Client agrees to place a "thumbnail" advertisement (1"x1") with the Company on its www.pack1832.com website. Pack1832 reserves the right to refuse or cancel any advertisement, at any time, without prior notice. Contracts may be canceled by the Client with 30-days written notice. No ads will be posted unless payment has been received. Pack1832 reserves the right to make changes to the advertising program, without notice.

1. Advertising contracts are valid from January 1 through December 31. Fees for annual renewals are due by December 15 of the previous year. Annual fee is \$100 plus a onetime setup fee of \$35. Payment to be submitted by check or credit card.
2. Clients may update or change the ad content up to four times each year. After January, the rate will be prorated and Clients will pay only for the months remaining in the calendar year, at a rate of \$10 per month. Full payment for the remainder of the contract year is due at the time the contract is submitted.
3. Web advertising contracts are valid until the end of the calendar year. No refunds will be given for mid-year contract cancellations.
4. Advertising fees are not refundable.
5. All fees are subject to change without notice.
6. Publication of an advertisement by Cub Scout Pack 1832 in no way implies Cub Scout Pack 1832's endorsement of the Client's theory, product or service.
7. Contact information for the Client must be included in the advertisement?
8. Cub Scout Pack 1832 reserves the right to reject or cancel any advertisement. The content of all ads are subject to Cub Scout Pack 1832's approval. Cub Scout Pack 1832 will not be liable for any costs or damages if, for any reason, it does not publish an advertisement. Nor will Cub Scout Pack 1832 be liable for any errors in publication.
9. Cub Scout Pack 1832 may refuse any advertisement determined to be misleading or inaccurate.
10. Positioning of advertisements is at the discretion of Cub Scout Pack 1832.
11. Clients are responsible for notifying Cub Scout Pack 1832 of any corrections needed. Failure to provide correct information may result in removal or rejection of an ad.
12. Cub Scout Pack 1832 is not liable for any delays in production or delivery.
13. Client assumes liability for all content of advertisements and will assume responsibility for any claims that may arise from said content.
14. No underline formatting is permitted except for hyperlinks. Bold, italics and capitalization are permitted for emphasis only?

TRUTH IN ADVERTISING/INDEMNIFICATION FOR LIABILITY

Client is solely responsible for any legal liability arising out of or relating to (1) the Advertisement, and/or (2) any material to which users can link to through its Advertisement. Client warrants that the Advertisement and Link supplied comply with Cub Scout Pack 1832 advertising standards; that it holds the necessary rights to the Advertisement and Link, if applicable, and that the use, reproduction, distribution, or transmission of the 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, music, image, or other proprietary or property right, false advertising, unfair

competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity. Client agrees to indemnify Cub Scout Pack 1832 to hold Cub Scout Pack 1832 and its assigns harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by Cub Scout Pack 1832, arising out of or related to Client's breach of any of the foregoing representations and warranties.

LIMITATION ON DAMAGES

In no event shall Cub Scout Pack 1832 be liable to Client for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not Cub Scout Pack 1832 has been advised of the possibility of such damage.

HOLD HARMLESS

The Client agrees to hold Cub Scout Pack 1832 and/or its assigns harmless for content of its advertising. Client further agrees to indemnify Cub Scout Pack 1832 from any and all claims and/or damages arising from its advertising.

DISCLAIMER

The Cub Scout Pack 1832 and its assigns shall be held harmless for the unintentional and temporary interruption of an Advertisement due to unforeseeable circumstances beyond its scope of normal control.

ASSIGNMENT

Client shall not assign this Agreement to a third party without first obtaining the written consent of the Cub Scout Pack 1832. Any attempt to assign this Agreement without such consent shall render it null and void and any remaining dollar amount representing any unused advertising shall be forfeited.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia.

ENTIRE AGREEMENT

This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, provided that all pricing will be governed by Cub Scout Pack 1832 pricing information, whether printed on paper or electronically. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

ATTORNEY FEES

In the event of any dispute or default as to the terms of this Agreement, the prevailing party shall be entitled to recovery of reasonable attorney fees and costs in addition to any damages occasioned thereby.

Cub Scout Pack 1832 Print Name of Representative

Cub Scout Pack 1832 Signature of Representative

Date _____

Print Name of Client

Signature of Client

Date: _____

Website Advertising Payment Information

Contact Name: _____

Business Name: _____

Address: _____

Email: _____

Phone: _____ Fax: _____

Method of Payment Credit Card Authorization: By signing below, I, the Client, authorize the Company to charge my credit card, monthly, for payment of my advertising fees. As the cardholder, I, the Client, will be responsible for notifying the Company, in advance, if the existing credit card on file is canceled or if there are any changes to the credit card being charged.

Credit Card #: _____

Type: _____ (Visa, MasterCard or Discover)

Card Billing Address:

Expiration Date: _____ CV Code: _____

Cardholder's Name: _____

Cardholder's Signature: _____

One-time Set-up Fee (\$35), if applicable: \$ _____

TOTAL Initial Amount Charged to Client Credit Card: \$ _____

Make checks payable to Pack 1832

Send checks to:

Cub Scout Pack 1832

Attention: Website Advertising

2564 Walkers Ridge Terr

Powhatan, VA 23139

For additional information: Allen Dodd, 804-598-4881, cubmaster@pack1832.com