

Vets4Vets, Inc
Internet Advertising Agreement

THIS INTERNET ADVERTISING AGREEMENT (the “Agreement”) is made between Vets4Vets, Inc., an Oklahoma corporation (“Publisher”) and the undersigned advertiser (“Advertiser”).

In consideration of the mutual promises and covenants contained in this Agreement, Publisher and Advertiser agree as follows:

1. Advertising. Publisher shall use diligent efforts to provide the Internet-related advertising as follows:
 - (a) Publisher will provide internet advertising in the “Member Business” section of Publisher’s website Vets4Vets.net.
 - (b) Advertiser may create an advertisement by logging in to the “Member Business” section of Vets4Vets.net, or may submit advertising information to Publisher for an advertisement to be created for Advertiser.
 - (c) The advertisement will be created with the following standards:
 - (1) In web/plain text Advertiser may submit the following:
 - Their retail information – Name, address, phone number, web url, etc.
 - Information about their business.
 - Information about their current advertisement.
 - (2) In a jpg / .pdf attachment, maximum 600dpi wide, Advertiser may submit the following:
 - Business logo, trademark, or image identifying the Advertiser.
 - A completed advertisement prepared by Advertiser or their designated advertisement designer.
 - (d) Advertiser may amend its advertisement by logging in the “Member Business” section of Vets4Vets.net. Publisher will review proposed amended advertisements daily. Once reviewed and approved by Publisher, an amended advertisement will replace the prior advertisement.
 - (e) All advertisements submitted by Advertiser must be in form and substance acceptable to Publisher and are subject to approval by Publisher prior to publishing.
 - (f) Advertiser shall review all of Advertiser’s advertisements and amendments published by Publisher for accuracy within ____ days of publication and shall immediately notify Publisher in writing of any errors, omissions or inaccuracies to be corrected within ____ days of publication.

2. Payment. Advertiser shall pay Publisher advertisement fees during the term of this Agreement as follows:

(a) Advertisement periods start on the 1st day of the month and end on the last day of the month. The fee for an advertisement that begins on any day other than the 1st day of the month will be prorated to the percentage of the month that the advertisement is published.

(b) All Fees must be prepaid. Advertiser shall pay Publisher a fee of \$_____ per _____. Payment of the fee is due on the 25th day of the month prior to the _____ of publication. If the fee is not paid by the 1st of the _____ of publication, Advertiser's advertisement will be removed from the Publishers website. Advertiser's advertisement will be reinstated once payment is current.

(c) Fees may be paid by credit card thru the "Member Business" section of Publishers website Vets4Vets.net. Fees may be paid by check payable to Vets4Vets by mail to Vets4Vets, 12101 N. MacArthur Blvd, Suite 500, Oklahoma City, OK 73162.

(d) Advertiser is responsible for payment of the advertising fees for the full term of this Agreement even if the Advertiser ceases to advertise on the Publisher's website Vets4Vets.net.

3. Term: This Agreement shall be for a term of _____. The beginning date for publication of the advertisement is _____, 20____, and the ending date for publication of such advertisement is _____, 20____. This Agreement will automatically renew, upon the same terms and conditions as the original Agreement, unless Publisher or Advertiser notifies the other in advance in writing of its election to terminate the Agreement at the expiration of the current term. If no such notice has been given by the end of the current term, this Agreement will automatically renew upon the same terms and conditions as the original Agreement.

4. Information for Publisher:

Publisher Name: _____

Address: _____

Phone: () _____ Fax: () _____

Email: _____ Website: _____

Contact: _____ Title: _____

5. Information for Advertiser:

Advertiser Name: _____

Address: _____

Phone: () _____ Fax: () _____

Email: _____ Website: _____

Contact: _____ Title: _____

6. Additional Terms:

7. Limitation of Liability.

(a) Under no circumstances shall Publisher 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, including but not limited to, loss of revenue or anticipated profits or lost business, costs of delay, or liabilities to third parties arising from any source.

(b) Publisher disclaims any and all express or implied representations and warranties, including but not limited to, any regarding merchantability, fitness for particular purposes, suitability, compliance with laws, quality, or otherwise, with respect to the Publishers website.

(c) Publisher shall not be liable in any way for damages in any amount greater than the amount paid by Advertiser to Publisher hereunder, unless such damages are the result of gross negligence or willful misconduct of Publisher.

(d) Publisher would not have entered into this Agreement but for the limitations contained in this Section.

8. 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 claims, damages, liabilities, costs and expenses, including reasonable legal fees, court costs and litigation expenses, arising out of or related to the content of Advertiser's advertisements published by Publisher pursuant to this Agreement, any materials to which users can link through those advertisements and any copyright, trademark, patent or other infringement resulting therefrom.
9. Intellectual Property Rights. Neither party will acquire any ownership interest in each other's intellectual property. Publisher shall have the right to place Advertiser's logo, trade name, and trademark on any advertising for Advertiser and to otherwise use such items in connection with the purposes of this Agreement.
10. Force Majeure. Neither Publisher nor Advertiser shall be liable to the other for any failure or delay in its performance due to any cause beyond its control, including acts of war, acts of God, earthquake, riot, sabotage, labor shortage or dispute, Internet interruption, government acts, and other similar events.
11. Miscellaneous. This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements. Each party acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein. This Agreement may not be modified or amended, except by an instrument in writing signed by duly authorized officers of both the parties hereto. This agreement will be deemed entered into in Oklahoma and will be governed by and interpreted in accordance with the internal laws of the State of Oklahoma, excluding conflicts of law. The parties agree that any dispute arising under this Agreement will be resolved solely through confidential binding arbitration in Oklahoma City, Oklahoma before one arbitrator selected by the American Arbitration Association in accordance with its rules. In the event of any dispute, each party shall bear its own attorney fees, expert witness fees and ½ of the arbitrator fees. The provisions of this Agreement relating to payment of any fees or other amounts owed, indemnification, confidentiality, limitations of liability and intellectual property shall survive any termination or expiration of this Agreement. The terms of this Agreement are the confidential information of Publisher. This Agreement has been negotiated and drafted by both parties, with counsel from both parties reviewing the document. The language in this Agreement shall be construed as to its fair meaning and not strictly for or against either party.
12. Counterparts and Signatures. This Agreement may be executed in counterparts each of which shall be deemed an original and all such counterparts shall constitute one and the same agreement. Facsimile, digitally encrypted and digitally scanned signatures are acceptable and deemed original signatures.

This Internet Advertising Agreement is effective upon receipt, approval and execution by Publisher.

Publisher:

VETS4VETS, INC.

By: _____

Title: _____

Date: _____

Advertiser:

By: _____

Title: _____

Date: _____