



Advertising Agreement

Date: _____

Advertiser: _____	Contact Name: _____
Agency (if applicable): _____	Phone: _____
Phone: _____	Cell Phone: _____
E-mail: _____	Website: _____
Billing Address: _____	City, State, Zip: _____
Physical Address: _____	City, State, Zip: _____
Advertiser Web Master Name & Contact Info: _____	
Permission to link to your website: _____	

This Agreement between Advertiser and obxbrides.com (Publisher) covers the purchase of the _____ Package website advertisement for one (1) year from begin date of _____, expiring on _____ at a total cost of \$_____ under the following conditions:

Payment Terms: _____

- A) If payments are not received by publisher when due, a finance charge of one and one-half percent (1 ½%) per month (annual rate 18%) will be due and payable on any outstanding balance thereafter.
- B) In the event of nonpayment of any installment, the entire amount of this contract is due and payable at the option of the publisher.
- C) Advertiser and agency shall be jointly and severally liable for such monies as are due and payable to publisher. Payment by the agency is not contingent upon the client's payment.
- D) Should advertiser and agency fail to pay in accordance with the terms of this contract, advertiser and agency promise to pay, in addition to payments and finance charges due, all court costs, collection expenses and, if referred to an attorney for collection, attorney's fees in an amount equal to thirty-three and one-third percent (33-1/3%) of the then outstanding balance. If an Advertising Agency is a party to this agreement, any discount otherwise available shall be null and void.

Advertisement

- A) Advertiser and agency, jointly and severally, agree to indemnify and save publisher harmless from and against any loss, expense or other liability resulting from claims and suits of libel, violations of rights of privacy, plagiarism, copyright infringement and any other claims or suits that may arise out of the publications of such advertisement.
- B) Advertisements prepared by advertiser and agency are subject to the approval of the publisher both as to art, photography and to content.
- C) Advertiser and agency agree to submit a copy of the proposed advertisement, or all of its necessary particulars, along with any changes to publisher no later than fifteen (15) days prior to contract start date.
- D) All advertisement, copy, artwork, photography, color separations, etc. prepared or produced by publisher for advertiser are the sole property of the publisher and cannot be reproduced or duplicated without full compensation to, and the written consent of the publisher.



Advertising Agreement, continued

General

- A) The rights of advertiser and agency under this Agreement shall not be transferable without written consent of publisher.
- B) All contracts are for a single year and may not be cancelled.
- C) Publisher reserves the right to adhere to its policies with respect to type of accounts it will accept for advertising and to accept or reject any advertising at its sole discretion.
- D) The publisher’s liability for any error or breach of this agreement will not exceed the cost of space occupied by the error.
- E) This Agreement contains the entire agreement between the parties hereto, and any other prior agreements, whether written or oral, are merged herein. The Agreement may not be amended or modified except by a written document signed by all parties hereto.

Advertiser Name (Printed): _____

Signature: _____ Date: _____

Agency Name (Printed): _____

Signature: _____ Date: _____

obxbrides.com Name (Printed): _____

Signature: _____ Date: _____

Guarantee

The undersigned unconditionally guarantees full performance of the terms and conditions, including but not limited to all collection charges and attorney’s fees, by Advertiser and Agency.

Advertiser Name (Printed): _____

Signature: _____ Date: _____