

Advertising Contract

This Agreement is made between Citrus Levy Marion Regional Workforce Development Board, Inc., hereinafter called CLMRWDB, having a business address of 3003 SW College Rd. Suite 205, the Enterprise Center Ocala, Florida, 34474 and _____, having a business address of _____ hereinafter called Advertiser.

1. Purchase and sale. Advertiser agrees to purchase, and CLMRWDB agrees to sell, Advertiser space on CLMRWDB's website (www.clmworkforce.com) upon the following terms and conditions. The cost to display the Advertisement on CLMRWDB's web site for _____ (___) months shall be \$ _____, payable in advance (the "Contract Price").

2. Advertiser's Representations and Warranties, Indemnification. Advertiser represents that Advertiser and its agency, if any, has the right to publish and display the information Advertiser desires to have placed on the website. In consideration of such online publication and display, Advertiser and its agency agree to indemnify, defend (using counsel of CLMRWDB's choosing) and hold CLMRWDB, its officers, directors, employees and agents harmless against any expense or loss by reason of any claims, including, without limitation, claims for defamation, libel, slander, invasion of privacy, unfair competition, trademark and copyright infringement and other intellectual property torts, arising out of the online publication of Advertiser's advertisement.

3. Placement of Advertisements. Positioning of advertisements is at the discretion of CLMRWDB except where a request for a specific preferred position is acknowledged and agreed to by CLMRWDB in writing.

4. Responsibility for Advertisement Creation and Prompt Payment. Advertiser understands and agrees to provide its advertisement to CLMRWDB. Should the advertiser need assistance designing its ad, Verrandeaux Visual Communications, Inc may create said ad for CLMRWDB's website. Advertisement creation is the sole responsibility of the Advertiser. Advertisements are limited to static graphics and no animation is allowed. All advertisements shall be banner type advertisements and no pop-up advertisements are allowed. Payment for costs associated with Verrandeaux Visual Communications, Inc.'s generation of the advertisement is not included in this contract and shall be the subject of a separate agreement between the Advertiser and Verrandeaux Visual Communications, Inc. and shall be the sole responsibility of Advertiser. CLMRWDB shall not have any obligations or responsibilities for such advertisement generation other than as specifically set forth herein. All advertisement shall be submitted in condition for publication on CLMRWDB's website. In the event CLMRWDB incurs any cost in making Advertiser's advertisement ready for publication, the same shall be charged to Advertiser. In such event, it shall be Advertiser's duty to check the advertisement for corrections and to promptly notify CLMRWDB in writing of errors or changes within three (3) days of the receipt of any changes. No advertisement will be

published until payment is rendered. If payment is not made promptly, Advertiser's position may be lost.

5. No Right to Advertise on Web Site. CLMRWDB reserves the right to limit advertising availability in its sole discretion. Acceptance of an advertisement for any period shall not create any obligation on the part of CLMRWDB to accept an advertisement for a subsequent period.

6. Cancellations and Changes. Cancellations or changes to orders must be made in writing (either e-mail, fax, or post) and must be received before the advertisement is placed on the Web site. No refund shall be made for any advertisement canceled by the Advertiser once the Advertisement has been displayed on CLMRWDB's website.

7. Rate Changes. Rates for future advertisements are subject to change without notice.

8. Payment. Full payment is required in advance of the placement of the advertisement on the Web site.

9. Content. All content of advertisements is subject to CLMRWDB's approval. CLMRWDB reserves the right to reject or cancel any advertisement, reservation or position commitment at any time for any reason or for no reason.

10. Liability for Damages. CLMRWDB shall not be liable for any costs or damages if for any reason it fails to electronically publish or display an advertisement, for failure to position advertisements correctly, for errors in any advertisement or for loss of artwork, layouts or electronic media. In no event shall CLMRWDB be liable for any damages, consequential or otherwise, as a result of any mistake in the advertisement, omission from or error in any index, or for any other reason. Without limiting the generality of the foregoing, CLMRWDB shall not be liable for delays in publication or non-publication or unavailability of its web site in the event of an act of God, action by any government or quasi-governmental entity, action by any third party, power outage, power surge, server crash, network crash, computer malfunction, hacker attack, computer virus or as the result of code placed on a CLMRWDB computer or server by Advertiser or any third party, lightning, fire, flood, earthquake, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slow-down or any condition affecting availability of the advertisement on the Internet in any manner. Advertiser's sole remedy hereunder shall be to receive additional display of its advertisement on CLMRWDB's website for a period equal to the period of any proven interruption of the display of its Advertisement, but not in excess of the term of this Agreement.

11. General Provisions.

A. Assignment. This Agreement may not be assigned by either party without the express written approval of the other party.

B. Notices. All notices and demands hereunder shall be in writing and shall be served by personal service or by mail at the address of the receiving party

set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail shall be by certified or registered mail, return receipt requested, or by nationally-recognized private express courier, and shall be deemed complete upon receipt.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida.

D. Relationship of the Parties. Each party is acting as an independent contractor and not as an agent, partner, or joint venturer with the other party for any purpose. Except as provided in this Agreement, neither party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

E. Copyright Ownership. The parties agree that CLMRWDB owns the copyrights to all website elements contained on its website other than Advertiser's advertisement and any other elements developed by it pursuant to this Agreement.

F. Headings. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this Agreement.

G. All Amendments in Writing. No provisions in either party's purchase orders, or in any other business forms employed by either party, will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

H. Entire Agreement. The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on such party.

I. Successors Bound. This agreement shall inure to the benefit of the parties and shall give their respective successors in interest including any successors by merger or by acquisition of any of the assets or stock of either of the parties.

In witness whereof the parties have executed this Agreement on _____.

Witnesses as to Advertiser: _____

_____ By: _____

_____ Its: _____

Witnesses as to CLMRWDB:

CITRUS LEVY MARION REGIONAL
WORKFORCE DEVELOPMENT BOARD,
INC.

By: _____

Its: _____