



Owner/Manager Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**Conditions Of Advertising Agreement**

1. This Advertising Agreement is made between the "Advertiser" (designated as Authorized Signature, Owner, or Business) and Cybersocket "Publisher," on the day this form, artwork, or payment is received by Publisher from Advertiser, and signifies agreement to the terms expressed herein.
2. If payment is not received in strict compliance with the terms of this agreement, the entire unpaid balance shall become due and payable immediately. In such event, interest shall accrue on the unpaid balance at 1 1/2% per month. The prevailing party in any action to collect the unpaid balance shall also be entitled to recover its costs and reasonable attorney's fees.
3. It is specifically agreed that Advertiser will also be liable to Publisher for any damages or losses arising from Publisher being unable to resell the reserved space.
4. Dishonored checks will be subject to an additional \$25.00 charge for each such check. Further, Publisher will have the right to exercise all rights available pursuant to Civil Code Section 1719, including the right to treble damages.
5. Advertiser will be liable for all costs of collection, for any late payments due, If a collection agency is used, Advertiser agrees to pay any collection fees charged to Publisher, in addition to the amounts due under this Agreement.
6. If the advertiser is a corporation, limited liability company, or association, the undersigned agrees to be jointly and severally liable in his individual capacity with such entity for all charges incurred with this and all subsequent orders. If any payment is made by credit card, the Advertiser authorizes Publisher to charge all further payments to such credit card.
7. Publisher agrees to publish Advertiser's advertisement or photographs as specified in an insertion order for Cybersocket media. In the event that artwork is not supplied timeously, Publisher, at it's discretion, may elect not to proceed with the advertising, or to proceed and create a generic artwork including business name, address, phone number, website URL, email address etc., or use any previous ad placed by Advertiser. The quality of the layout will be similar to samples shown. Difference in advertisement size up to one eighth of an inch will be regarded as full compliance of Publisher's obligation.
8. Publisher reserves the right to cancel this Agreement and return all monies received up to 90 days from receipt of final payment. In such event the Advertiser shall not have any claim for damages or consequential loss.
9. The advertiser assumes full and complete responsibility and liability for the content of all advertising copy submitted, printed, and published pursuant to this Agreement, and shall indemnify and hold Publisher harmless against any demands, claims, or liability arising therefrom. The Advertiser shall reimburse Publisher in settlement of claims or in satisfaction of judgements obtained by reason of publication of advertising copy, and for all expenses incurred in that regard, including but not limited to, attorneys fees and costs of litigation.
10. Publisher reserves the right to publish an ad according to a design and layout produced by the Advertiser without providing a proof before printing. If a proof was provided and approved by the advertiser, the Advertiser shall be liable in full under this contract.
11. All copy, text, and illustrations are subject to the Publisher's approval before the execution of the order, and the right is reserved to reject or exclude copy or an image that is unethical, challenging, misleading, etc.
12. Advertiser warrants and represents that: Advertiser is the owner or licensee of all rights, including but not limited to copyrights, to said advertising; Advertiser has the right to grant to Publisher permission to use said advertising for use in Cybersocket media; and Advertiser has obtained the written permission in the form of releases from all persons depicted in the advertising, to photograph them or artistically render their image. Publisher will not be held responsible for advertiser's failure to provide said releases or any repercussions thereof. Advertiser warrants that Advertiser is a registered business in compliance with all local, state, and federal regulations governing business conduct and legal responsibilities. Advertiser furthermore agrees to respond ethically and quickly to customer complaints.
13. This Agreement may not be amended except by instrument in writing signed by both parties. No waiver by Publisher of any right shall be construed as a waiver of any other right. If a court finds any provisions of this Agreement invalid or unenforceable as applied to any circumstances, the remainder of this Agreement shall be governed by the laws of the State of California, or the United States of America. Advertiser hereby irrevocably consents to the jurisdiction of the State and Federal Courts located in Los Angeles, California. in any action arising out of or relating to this Agreement, and waives any other venue. Nothing contained in this Agreement shall be deemed to constitute either Advertiser or Publisher an agent, representative, employee, or partner, joint venturer of the other party for any other purpose. This Agreement expresses the full and complete understanding and agreement of the parties, and supersedes all prior proposals, representations, agreements, and understandings, whether written or oral for Publisher.
14. This Agreement cannot be canceled by Advertiser during the contract period.