



## Website Advertising Contract

Advertiser / Bill To: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ City / Zip: \_\_\_\_\_

Phone#: \_\_\_\_\_ Email: \_\_\_\_\_

Fax #: \_\_\_\_\_ Website: \_\_\_\_\_

Please run the following:

**Basic Plan** - \$15/mo       \$90 bi-annual       \$165 annually

Contact information, map link, brief description of your business with your logo linked to your webpage, 2-3 Testimonials about your business. To be placed in business category of choice

**Sponsor Plan** - \$20/mo       \$120 bi-annual       \$220 annually

Features of Basic & Standard plan plus your logo on home page that links to your listing.

**Sponsor Plus Plan** - \$25/mo       \$150 bi-annual       \$275 annually

Features of Basic & Standard plan plus your logo on home page that links to your listing. Inclusion in the Email Notifications (up to 4/year provided by client) as well as highlight articles in the HB Local blog & other review sites

**30 Second Video Commercial** - call for quote

professional video of your business to be shot & placed with your listing.

**Web Site**       \$500 - \$1000

Determined upon needs. An affordable website - custom design (no templates). Includes desktop & mobile site. Submission of site to search engines. Directions for basic SEO to assist internet search rankings.

For simple landing page with content, one to two page site       \$250

**Hosting of Website**       lowest rate available from [TheLocalHB.com](http://TheLocalHB.com) (rates shown on site)

If a domain name needs to be procured, we can assist with that as well as hosting. If domain exists, we can assist in pointing the name servers over to the hosting plan.

Ongoing maintenance runs \$10-\$50/month depending on number of changes required

Bill me:       bill bi-annually       bill annually

Payment:       Check (Payable to The Local HB)

Credit Card -      Am Ex       Visa       Mastercard

(credit card payments will incur a 3% service charge added)

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Number: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_ Signature: \_\_\_\_\_

Terms and Conditions

Please sign at bottom and return with contract

TheLocalHB.com agrees to display an advertising spot for the Advertiser with a link from the banner/logo to the Advertisers page (if applicable). This banner/logo shall be displayed on the page most related to Advertisers business. The banner/logo will continue to be displayed for the duration of the contract and continue on auto renew.

The Advertiser agrees to supply an ad and/or specifics of ad to be created by TheLocalHB.com. The Advertiser shall sign contract and commit in advance minimum 3 months. Contract shall be renewable and will remain in effect until termination by Advertiser. Advertiser must submit a written request prior to end of agreed upon term to cancel advertising package.

The Advertiser agrees to hold harmless TheLocalHB.com for content of their advertising.

Parties: Pursuant to this binding agreement, TheLocalHB and Advertiser, also known as \_\_\_\_\_ of \_\_\_\_\_, Advertiser shall pay TheLocalHB.com \$ \_\_\_\_\_ and TheLocalHB.com shall reserve \_\_\_\_\_ guaranteed months of advertising space on the TheLocalHB.com website.

DEFINITIONS:

ADVERTISING SPACE: means agreed upon advertisement stored on TheLocalHB.com website, with a defined start date.

ADVERTISEMENT: means the graphic files(s) supplied by an Advertiser or one created by TheLocalHB.com and approved by the Advertiser.

START DATE: means the first day TheLocalHB.com website will display the advertisement. TheLocalHB will continue to run the advertisement unless advertiser provides written statement requesting end of contract prior to the agreed upon term.

PAYMENT: TheLocalHB.com reserves the right to hold Advertiser and it's authorized advertising agent jointly and severally liable for any and all amounts owed. Fees related to collection of past due payments due will be billed to the Advertiser.

RIGHT TO REFUSE UNACCEPTABLE ADVERTISING: TheLocalHB.com reserves the right to refuse any advertisement that does not completely conform to every detail, instruction, method, and guideline which can be found on TheLocalHB.com website. TheLocalHB.com may in its complete discretion refuse the use of any advertising it deems inappropriate.

USAGE STATISTICS: TheLocalHB.com makes no guarantee to any published numbers at any given time. TheLocalHB.com shall not be held liable for any claims as they relate to said usage statistics. TheLocalHB.com is not required to provide advertisers with usage statistics.

TRUTH IN ADVERTISING / INDEMNIFICATION FOR LIABILITY: Advertiser 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 through the Advertisement. Advertiser represents and warrants that the Advertisement and Link comply with TheLocalHB.com's advertising standards; an that it holds the necessary rights to permit the use of the Advertisement and Link by TheLocalHB.com for the purpose of this Agreement; 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 antidiscrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify TheLocalHB.com and to hold TheLocalHB.com harmless for any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by TheLocalHB.com arising out of or related to Advertiser's breach of any of the foregoing representations and warranties. Advertiser agrees to request that TheLocalHB.com be listed as an additional insured on any policy issued to Advertiser pursuant to which there could be coverage for any of the forms of legal liability described in the paragraph.

LIMITATION ON DAMAGES: in no event will TheLocalHB.com be liable to sponsor for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not TheLocalHB.com as been advised of the possibility of such damage.

ASSIGNMENT: Advertiser may not assign this agreement, in whole or in part, without TheLocalHB.com's written consent. Any attempt to assign this Agreement without such consent will be null and void.

GOVERNING LAW: This Agreement will be governed by and construed in accordance with the laws of the State of California

ENTIRE AGREEMENT: This Agreement an 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 TheLocalHB.com's pricing information, wither printed on paper or electronically. The terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

Authorized Advertiser Representative: \_\_\_\_\_ TheLocalHB.com Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_