

Banner Advertising Order

Bizness Concepts, Inc., owner of ArbutusBiz.com, CatonsvilleBiz.com and ParkvilleCarneyBiz.com (collectively "Bizness Concepts"), will provide Advertiser (you or your company based on the information filled out in the **Company Name** field in the form below) the agreed number of months of banner advertising services (based on the information filled out in the **Package/Cost Option** field in the form below) on its website, ArbutusBiz.com, CatonsvilleBiz.com and ParkvilleCarneyBiz.com. Advertiser will either provide the banner graphic or request graphic services (information filled out in either **Graphic attached or Provide Graphic Service** field in the form below). This Banner Advertising Order is subject to the Terms and Conditions listed below. Banner Ads appear in the top margin and on selected pages of the website.

Purchase Date			
Advertiser or Advertising Company Name			
Contact Name/Representative			
Billing Address / PO Box			
Street Address (if different)			
City, ST, Zip			
Business Phone			
Fax Phone			
Your Email Address			
Link to Email Address – or - Link to Website Address			

Indicate estimated begin date and end date of Banner Ad (Bizness Concepts may modify this contract to adjust begin and end dates depending on how long it takes your payment to clear the bank account, if necessary, and send you notice of the amended dates). Please allow 5 business days from the date your payment clears our bank account for us to add the Banner Ad to the website.

Package	Description – INTRODUCTORY OFFERS	Begin/End Date	My Total
Your ad will repeat approximately: 4/minute – 240/hour – 5,760/day – 172,800/month – 2,073,600/year (rotations may vary depending on modem speed)			
BIZBAN 1 1 Year \$900.00	Banner Advertising for one full year. (\$100/month – save \$300.00) Get THREE MONTHS FREE <input type="checkbox"/> ArbutusBiz.com <input type="checkbox"/> CatonsvilleBiz.com <input type="checkbox"/> ParkvilleCarneyBiz.com		
BIZBAN 2 9 months \$700.00	Banner Advertising for 9 months. (\$100/month – save \$200) TWO MONTHS FREE <input type="checkbox"/> ArbutusBiz.com <input type="checkbox"/> CatonsvilleBiz.com <input type="checkbox"/> ParkvilleCarneyBiz.com		
BIZBAN 3 6 months \$500.00	Banner Advertising for 6 months. (\$100/month – save \$100) ONE MONTH FREE <input type="checkbox"/> ArbutusBiz.com <input type="checkbox"/> CatonsvilleBiz.com <input type="checkbox"/> ParkvilleCarneyBiz.com		
BIZBAN 4 3 months \$300.00	Banner Advertising for 3 months. (\$100/month) <input type="checkbox"/> ArbutusBiz.com <input type="checkbox"/> CatonsvilleBiz.com <input type="checkbox"/> ParkvilleCarneyBiz.com		
My Graphic is Attached	Size 468 x 60 pixels Formats: JPG, JPEG, GIF, PNG		N/A
Provide Graphic Service – (email requirements to graphic@biznessconcepts.com or call 410-536-4610) - Design Fee \$75.00			
Make checks payable to: Bizness Concepts, Inc. Mail to: 1243 Sulphur Spring Road, Baltimore, MD 21227		TOTAL	

By signing below (by hand or electronic), I agree to the governing guidelines of the Bizness Concepts, Inc. Banner Advertising as stipulated in this Advertising Order, Terms and Conditions, and that I have understood the terms and conditions of this contract. I understand that all fees paid are non-refundable.

Signature	Date

Terms and Conditions

ACCEPTANCE

By submitting your BANNER ADVERTISING ORDER to BusinessConcepts.com, ArbutusBiz.com, CatonsvilleBiz.com and ParkvilleCarneyBiz.com (collectively "Business Concepts"), you, the Advertiser or its agency (collectively "Advertiser"), agree, without limitation or qualification, to be bound by, and to comply with, these Terms and Conditions and any other posted guidelines or rules applicable to any individual ArbutusBiz.com, CatonsvilleBiz.com and ParkvilleCarneyBiz.com Product or Service. All such guidelines and rules are hereby incorporated by reference into the Terms and Conditions and shall govern the BANNER ADVERTISING ORDER (hereinafter, "ORDER"), superseding all terms therein except for those relating to advertisement scheduling and pricing.

CONDITIONS AND RESTRICTIONS ON USE

All Banner Advertising Orders are subject to acceptance by Business Concepts. Rates and the Standard Terms are subject to change without notice. Business Concepts reserves the right to refuse or cancel any Advertising Order, without cause, at any time. The Standard Terms and Advertising Order shall be collectively known as the "Order." Advertiser and its agency (if applicable) shall be jointly and severally responsible under this Agreement.

- 1. Term of Agreement.** The term of this Agreement commences on the Placement Start Date set forth by the Advertising Order and terminates Placement End Date.
- 2. Terms of Payment.** The Advertiser must submit to Business Concepts the charge for the amount specified in the Advertising Order within one calendar week of the Placement Start Date. In the event of any failure by Advertiser to make timely payment, the Advertising Order will be suspended until payment is received and the Advertiser will be responsible for all reasonable expenses (including attorneys' fees) incurred by Business Concepts in collecting such amounts. All payment amounts in this Agreement are in U.S. dollars and are exclusive of any applicable taxes and shall be made free and clear of, without reduction for, (and Participant shall be responsible for and shall indemnify Business Concepts against) any applicable U.S. and foreign, state, and local taxes: value-added or sales taxes; withholding taxes, duties or levies and assessments, howsoever designated or computed, pertaining to the payments under this Agreement (excluding taxes based upon the net income of Business Concepts). Participant shall promptly furnish Business Concepts with tax receipts evidencing the payment of any taxes referred to in the preceding sentence. Business Concepts and Participant shall cooperate with each other in minimizing any applicable tax and in obtaining any exemption from or reduced rate of tax available under any applicable law or tax treaty.
- 3. Positioning.** Except as otherwise expressly provided in the Advertising Order, positioning of advertisements within the Business Concepts web site or on any page is at the sole discretion of Business Concepts.
- 4. Renewal.** Except as expressly set forth in the Advertising Order, any renewal of the Advertising Order and acceptance of any additional advertising order shall be at Business Concepts sole discretion. Pricing for any renewal period is subject to frequent change by and is solely at Business Concepts discretion.
- 5. No Assignment or Resale of Ad Space.** Advertiser may not resell, assign, or transfer any of its rights hereunder. Any attempt by Advertiser to resell, assign or transfer such rights shall result in immediate and automatic termination of this Agreement, without liability to Business Concepts.
- 6. Provision of Advertising Materials.** (a) Advertiser will provide all materials for the advertisement in accordance with Business Concepts policies in effect at the time, including without limitation the manner of transmission to Business Concepts and the lead-time prior to publication of the advertisement. Business Concepts shall not be required to publish any advertisement that is not received in accordance with such. All changes to advertisement placements must be made in writing to deanna@BusinessConcepts.com and prior to the lead-time deadline. Advertiser hereby grants to Business Concepts a nonexclusive, worldwide, fully paid license to use, perform, reproduce, display, transmit, and distribute the advertisement and all contents therein in accordance herewith. (b) If Advertiser uses third parties to serve the advertisement hereunder ("Third Parties"), Advertiser shall be responsible for such Third Parties complying with the terms of this Agreement.
- 7. Statistics.** Unless specified in the Advertising Order, Business Concepts makes no guarantee with respect to usage statistics or levels of impressions or click-throughs for any advertisement.
- 8. Right to Reject Advertisement.** All contents of advertisements (including those served by Third Parties) are subject to Business Concepts approval. Business Concepts reserves the right to reject or cancel any advertisement, Advertising Order, URL link, space reservation or position commitment, at any time, for any reason whatsoever (including belief by Business Concepts that any placement thereof may degrade the graphic quality of the Business Concepts or may subject Business Concepts to criminal or civil liability).
- 9. No Warranty.** Business Concepts MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.
- 10. Limitations of Liability.** In the event that Business Concepts fails to publish an advertisement in accordance with the schedule provided in the Advertising Order, or in the event that Business Concepts fails to deliver the full time period of the Advertising Order (if any), or in the event of any other failure, technical or otherwise of such advertisement to appear as provided in the Advertising Order, the sole liability of Business Concepts and exclusive remedy of Advertiser shall be limited to placement of the advertisement at a later time in a comparable position until the total advertising time is delivered. In no event shall Business Concepts be liable for any act or omission, or any event directly or indirectly resulting from any act or omission, of Third Parties (if any). IN NO EVENT SHALL Business Concepts BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, LOST PROFITS, INDIRECT OR OTHER DAMAGES, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF Business Concepts HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BUSINESS CONCEPTS'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE AMOUNT RECEIVED BY Business Concepts FROM ADVERTISER FOR THE ADVERTISING ORDER GIVING RISE TO THE CLAIM. Without limiting the foregoing, Business Concepts shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition affecting production or delivery in any manner beyond the control of Business Concepts. Advertiser acknowledges that Business Concepts has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.
- 11. Advertiser's Representations; Indemnification.** Advertiser represents and warrants to Business Concepts, and Third Parties (if any), that Advertiser holds all necessary rights to permit the use of the advertisement by Business Concepts for the purpose of this Agreement; and that the use, reproduction, distribution, transmission or display of advertisement, any data regarding users, and any material to which users can link, or any products or services made available to users, through the advertisement will not (a) violate any criminal laws or any rights of any third parties or (b) contain any material that is unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law. Advertiser agrees to indemnify, defend and hold Business Concepts and Third Parties (if any) harmless from and against any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses, arising out of or related to (i) breach of any of the foregoing representations and warranties, or (ii) any third-party claim arising from use of or access to the advertisement under this Agreement or any material to which users can link, or any products or services made available to users, through the advertisement under this Agreement.
- 12. Cancellations.** Except as otherwise provided in the Advertising Order, the Advertising Order is non-cancelable by Advertiser. If Advertiser cancels the Advertising Order, in whole or in part, Advertiser agrees that the fees for the Advertising Order are non-refundable.
- 13. Construction.** No term or condition other than those set forth in the Standard Terms or in the Advertising Order relating to advertisement scheduling and pricing shall be binding on Business Concepts unless in writing and signed by duly authorized representatives of the parties. In the event of any inconsistency between the Advertising Order and the Standard Terms, the Standard Terms shall control. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. The terms and conditions hereof shall prevail exclusively over any written instrument submitted by Advertiser, including Advertiser's Advertising Order, and Advertiser hereby disclaims any terms therein, except for terms therein relating to advertisement scheduling and pricing.
- 14. Confidentiality.** "Confidential Information" shall mean (i) advertisements, prior to publication; (ii) the Advertising Order and any Business Concepts statistics that shall be deemed Business Concepts Confidential Information; and/or (iii) any information designated in writing, or identified orally at time of disclosure, by the disclosing party as "confidential" or "proprietary." During the term of this Agreement, and for a period of two years following this term, neither party will use or disclose any Confidential Information of the other party except as specifically contemplated herein. The foregoing restriction does not apply to information that: (i) has been independently developed by the receiving party without access to the other party's Confidential Information; (ii) has become publicly known through no breach of this Section 14 by the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure; (iv) has been approved for release in writing by the disclosing party; or (v) is required to be disclosed by a competent legal or governmental authority.
- 15. Termination; Effect of Termination.** In the event of a material breach by Advertiser, Business Concepts may terminate this Agreement immediately without notice or cure period, without liability to Business Concepts. In the event of any termination, Advertiser shall remain liable for any amount due under an Advertising Order for advertisement delivered to Business Concepts and such obligation to pay shall survive any termination of this Agreement. If the parties contemplate any provision to survive any termination or expiration of this Agreement, such provision shall survive such termination or expiration. At the request of the disclosing party, the receiving party shall return all of the disclosing party's Confidential Information to the disclosing party.
- 16. Miscellaneous.** This Agreement: (i) shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to principles of conflicts of law; and (ii) will not be governed by the United Nations Convention of Contracts for the International Sale of Goods. This Agreement may be amended only by a writing executed by a duly authorized representative of each party. Advertiser shall make no public announcement regarding the existence or content of the Advertising Order without Business Concepts prior written approval, which approval shall not be unreasonably withheld. Any dispute hereunder will be negotiated in good faith between the parties within 45 days commencing upon written notice from one party to the other. Any notices under this Agreement shall be sent to the addresses set forth in the Advertising Order (or in a separate writing) by facsimile or nationally recognized express delivery service and deemed given upon receipt. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. If any provision contained in this Agreement is determined to be invalid, illegal, or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and the remaining provisions of this Agreement will remain in full force and effect.