

# ADVERTISING CONTRACT

## Conlon and Company, LLC DBA Community-Buzz.com

Please read and sign all applicable areas and return the contract to:

Conlon and Company, LLC 1003 N. Monocacy Creek Road Douglassville, PA 19518

Conlon and Company, LLC DBA Community-Buzz.com agrees to display an advertising button/square/banner ("ad widget") for the Advertiser with a link from the "ad widget" to the Advertiser's web page. If the advertiser does not have a web page, the link will go back to the applicable business listing on the Community-Buzz website. This ad widget will be displayed on all Community-Buzz.com pages except the events page. The cost of the advertisement will be a set monthly fee. The minimum ad run time for "ad widget" ads is 3 months. After the completion of 3 months, the advertiser may cancel anytime. All cancellation requests will be completed at the end of the current month the request was received or as specified by the advertiser. All cancellation requests need to be submitted via email to [info@Community-Buzz.com](mailto:info@Community-Buzz.com) or in writing to the above referenced address. The exception to the 3 month commitment is if your organization is a 501(c)3 corporation with non-profit status and you are advertising a community event. The commitment is for 1 month. Appropriate proof of 501(c)3 status may be requested as proof of non-profit status.

Conlon and Company, LLC DBA Community-Buzz.com will create a basic "ad widget" advertisement if needed at no cost (value approximately \$20-\$50 per ad widget) OR the Advertiser may supply their own "ad widget". If the Advertiser's "ad widget" is created by Conlon and Company, LLC DBA Community-Buzz.com it will remain the property of Conlon and Company, LLC DBA Community-Buzz.com at the end of the advertising period. The Advertiser will be responsible for supplying information on where to link the ad to. The Advertiser shall forward a signed contract. Advertising shall begin after the signed contract and artwork is received or in the case where Conlon and Company, LLC DBA Community-Buzz.com is creating the advertisement, when the advertisement is created.

The Advertiser agrees to hold harmless Conlon and Company, LLC DBA Community-Buzz and Stephanie Conlon for content of their advertising. Pursuant to this binding agreement Conlon and Company, LLC, 1003 N. Monocacy Creek Road, Douglassville, PA 19518 and Advertiser known as (name of advertiser) \_\_\_\_\_, Advertiser shall pay to Conlon and Company, LLC DBA Community-Buzz.com the current advertising rate per month for a minimum of three months. Please select:

### **1. SMALL BUTTON 140 X 50 pixels (left hand side of webpage):**

\_\_\_\_\_ 3 mos. At \$20 for small button for a total of \$60 you pay.

\_\_\_\_\_ 6 mos. for the price of 5 mos. \$20 for large square for 6 mos. for a total of \$120 – 1 FREE month = \$100 you pay.

\_\_\_\_\_ 12 mos. for the price of 10 mos. \$20 for large square for 12 mos. for a total of \$240 – 2 FREE months = \$200 you pay.

### **2. LARGE SQUARE 125 X 125 pixels (right hand side of webpage):**

\_\_\_\_\_ \$35 for large square for 3 mos. for a total of \$105 you pay.

\_\_\_\_\_ 6 mos. for the price of 5 mos. \$35 for large square for 6 mos. for a total of \$210 – 1 FREE month = \$175 you pay.

\_\_\_\_\_ 12 mos. for the price of 10 mos. \$35 for large square for 12 mos. for a total of \$420 – 2 FREE months = \$350 you pay.

### **3. LARGE SQUARE on RIGHT 125 x 125 pixels PLUS BANNER 468 x 60 pixels (right hand side of webpage and at header):**

\_\_\_\_\_ \$50 for large square AND BANNER for 3 months for a total of \$150 you pay.

\_\_\_\_\_ 6 mos. for the price of 5 mos. \$50 for large square AND BANNER for 6 mos. for a total of \$300 – 1 FREE month = \$250 you pay.

\_\_\_\_\_ 12 mos. for the price of 10 mos. \$50 for large square AND BANNER for 12 mos. for a total of \$600 – 2 FREE months = \$500 you pay.

**4. SLIGHTLY LARGER SQUARE on LEFT 150 x 150 pixels (left hand side of webpage):**

\_\_\_\_\_ \$50 for slightly larger square ON LEFT for 3 months for a total of \$150 you pay.

\_\_\_\_\_ 6 mos. for the price of 5 mos. \$50 for slightly larger square ON LEFT for 6 mos. for a total of \$300 – 1 FREE month = \$250 you pay.

\_\_\_\_\_ 12 mos. for the price of 10 mos. \$50 for slightly larger square ON LEFT for 12 mos. for a total of \$600 – 2 FREE months = \$500 you pay.

**5. EXTRA LARGE SQUARE above the FACEBOOK icon on right 250 x 250 pixels:**

\_\_\_\_\_ \$75 for extra large square above the Facebook icon for 3 months for a total of \$150 you pay.

\_\_\_\_\_ 6 mos. for the price of 5 mos. \$75 for extra large square above the Facebook icon for 6 mos. for a total of \$450 – 1 FREE month = \$375 you pay.

\_\_\_\_\_ 12 mos. for the price of 10 mos. \$75 for extra large square above the Facebook icon for 12 mos. for a total of \$900 – 2 FREE months = \$750 you pay.

**Definitions:**

"Advertising space" means one Advertisement, stored on Community-Buzz.com Web Server.

"Advertisement" means the graphic file (s) supplied by either the Advertiser or Community-Buzz.com which can be used as a link by a user.

"Link" means a request for information from a server other than Community-Buzz.com's Web Server.

"Community-Buzz.com Web Server" means a server computer of Community-Buzz.com where Community-Buzz.com's Web site resides.

**Payment:** Conlon and Company, LLC DBA Community-Buzz.com reserves the right to hold Advertiser and its advertising agent jointly and severally liable for any and all amounts owed.

**Right To Refuse Unacceptable Advertising:** Conlon and Company, LLC DBA Community-Buzz.com reserves the right to refuse an advertisement widget that does not completely conform to the details and instruction found on Community-Buzz.com web site. Community-Buzz.com does not accept advertising from companies that provide pornographic products or services (which Conlon and Company, LLC DBA Community-Buzz.com shall have complete discretion to define), or their subsidiaries, or foundations funded by such companies whose function is to improve acceptance of such products by the public.

This agreement is voidable by Conlon and Company, LLC DBA Community-Buzz.com immediately if Advertiser fails to disclose (or conceals or misrepresents) any involvement with pornographic products or services. In addition, Conlon and Company, LLC DBA Community-Buzz.com may at its' complete discretion refuse the use of any other advertising that it deems appropriate.

**Truth Advertising / Indemnification For Liability:** Advertiser is solely responsible for any legal liability arising out of or relation 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 Conlon and Company, LLC DBA Community-Buzz.com's advertising standards; and that it holds the necessary rights to permit the use of the Advertisement and Link by Community-Buzz.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 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 property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti discrimination law or regulation, or any other right of any person or entity.

Advertiser agrees to indemnify Conlon and Company, LLC DBA Community-Buzz.com and to hold Conlon and Company, LLC DBA Community-Buzz.com harmless from any and all liabilities, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by Conlon and Company, LLC DBA Community-Buzz.com, arising out of or related to the Advertiser's breach of any of the foregoing representations and warranties. Advertiser agrees to request that Conlon and Company, LLC DBA Community-Buzz.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 this paragraph.

**Limitation on Damages:** In no event will Conlon and Company, LLC DBA Community-Buzz.com be liable to sponsors for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not Conlon and Company, LLC DBA Community-Buzz.com has been advised of the possibility of such damage.

**ASSIGNMENT:** Advertiser may not assign this agreement, in whole or in part, without Conlon and Company, LLC DBA Community-Buzz.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 Pennsylvania.

**ENTIRE AGREEMENT:** This Agreement and 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 Conlon and Company, LLC DBA Community-Buzz.com 's Pricing Information, whether 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

\_\_\_\_\_  
Conlon and Co, LLC DBA Community-Buzz

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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Customer Information

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

Billing Address: \_\_\_\_\_

\_\_\_\_\_

City, State: \_\_\_\_\_

Zip Code, Country: \_\_\_\_\_

Advertising Contact Name: \_\_\_\_\_

Advertising Contact Phone  
Number: \_\_\_\_\_

Advertising Contact Email: \_\_\_\_\_

Web Site \_\_\_\_\_

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Upon completion of this Agreement / Advertising Order, please mail to:

Conlon and Company, LLC  
Stephanie Conlon  
1003 N Monocacy Creek Road  
Douglassville, PA 19518

If you have any questions, please contact us by email at: [info@Community-Buzz.com](mailto:info@Community-Buzz.com) or call us at 610-805-8055.

All major credit cards accepted through Paypal. Go to <http://www.Community-Buzz> website under "advertising".

Cash and checks welcome.

Thank you for your business!