



Levelbest Network Advertising Contract

PARTIES: Pursuant to this binding agreement dated _____, LEVELBEST COMMUNICATIONS, of P.O. Box 400, Monrovia, MD 21770-0400, and ADVERTISER, also known as _____, ADVERTISER has requested on UrbanaMaryland.com, a Levelbest Network site, subject to availability, the following advertising:

< CATEGORY LISTINGS (check one) >

Category Sponsorship Listing - 12 Month - \$250.00

Feature your product or service with an expanded listing to include photo, web site address and detailed business description. Your listing will be featured at the above standard listings in your category and listed in bold text.

Category Sponsorship Listing - 6 Month - \$150.00

Feature your product or service with an expanded listing to include photo, web site address and detailed business description. Your listing will be featured at the above standard listings in your category and listed in bold text.

Basic Category Listing - 12 Month - \$100.00

Your business is listed in the appropriate page on our website. Included is your business name & contact number and short description.

< BANNER ADVERTISING (check all that apply) >

468x60 Full Banner Advertising

these full size banner ads are graphical for higher visibility and exposure. They run well in tandem with category listings. Ad Placement: Top of Page.

3 Month Prepaid - \$240.00 | **6 Month Prepaid - \$390.00** | **12 Month Prepaid - \$640.00**

120x60 Sidebar Banner Advertising

These banner ads are graphical for higher visibility and exposure. While smaller than the 468x60 full banners, they also run well in tandem with category listings. Ad Placement: Sidebar.

3 Month Prepaid - \$150.00 | **6 Month Prepaid - \$240.00** | **12 Month Prepaid - \$420.00**

120x600 Skyscraper Banner Advertising

These tall banner ads are graphical for higher visibility and exposure. They provide a unique format and great large scale exposure. Ad Placement: Sidebar.

3 Month Prepaid - \$270.00 | **6 Month Prepaid - \$440.00** | **12 Month Prepaid - \$760.00**

The rate for said advertising is the total of selected campaigns above.

All checks should be made payable to *LEVELBEST COMMUNICATIONS and mailed care of LEVELBEST COMMUNICATIONS, PO Box 400, Monrovia, MD 21770-0400.*

COMMITMENT TO FULFILLING TERMS OF AGREEMENT: ADVERTISER and/or its agencies understand that any discounts given are based upon the ADVERTISER's commitment to fulfilling the Agreement. If, for any reason, this frequency is not met by the time of expiration or cancellation of the Contract, ADVERTISER agrees to pay a short rate charge on all ads run based on the applicable rate card found at INTERCOT.com website at <http://www.urbanamaryland.com/advertising> or the rate on this contract (whichever is greater) for the actual frequency completed. LEVELBEST COMMUNICATIONS reserves the right to hold Advertiser and its authorized advertising agent jointly and severally liable for any and all amounts owed. Payment shall be made on upon presentation of invoice. If payment is not received within 15 days of date of invoice, a finance charge of 1.75% per month (21% Annual Percentage Rate) will be added to any unpaid balances. If payments are not made within 30 days of billing, the Advertiser's link will be suspended until the account balance is brought current. LEVELBEST COMMUNICATIONS may revise their rates or cancel any contract for cause on sixty (60) days written notice, and, if such notice is given, LEVELBEST COMMUNICATIONS agrees that an Advertiser may cancel their contract without rate penalty by providing LEVELBEST COMMUNICATIONS with thirty (30) days written notice after receipt of notice from LEVELBEST COMMUNICATIONS. A contract may be terminated without notice if either party breaches the contract.

RIGHT TO REFUSE UNACCEPTABLE ADVERTISING: LEVELBEST COMMUNICATIONS reserves the right to refuse any advertisement sponsorship banner that does not completely conform to every detail, instruction, method, and guideline set in the Technical Specifications which can be found on the LEVELBEST COMMUNICATIONS Web Site. LEVELBEST COMMUNICATIONS reserves the right to refuse any advertisement graphic that does not arrive seven days before the Advertiser would like the banner to be produced online. LEVELBEST COMMUNICATIONS does not accept advertising from companies that produce or provide tobacco, alcohol, or pornographic products or services (which LEVELBEST COMMUNICATIONS 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 LEVELBEST COMMUNICATIONS immediately if Advertiser fails to disclose (or conceals or misrepresents) any involvement with tobacco, alcohol, or pornographic products or services. In addition, LEVELBEST COMMUNICATIONS may in its complete discretion refuse the use of any other advertising that it deems appropriate.

USAGE STATISTICS: LEVELBEST COMMUNICATIONS MAKES NO GUARANTEE TO ANY PUBLISHED NUMBERS AT ANY GIVEN TIME. LEVELBEST COMMUNICATIONS SHALL NOT BE HELD LIABLE FOR ANY CLAIMS AS THEY RELATE TO SAID USAGE STATISTICS. LEVELBEST COMMUNICATIONS PROVIDES ADVERTISER WITH USAGE STATISTICS ONLY AS A COURTESY TO THE ADVERTISER.

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 LEVELBEST COMMUNICATIONS advertising standards; and that it holds the necessary rights to permit the use of the Advertisement and Link by LEVELBEST COMMUNICATIONS 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 anti-discrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify LEVELBEST COMMUNICATIONS and to hold LEVELBEST COMMUNICATIONS harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by LEVELBEST COMMUNICATIONS, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties. Advertiser agrees to request that LEVELBEST COMMUNICATIONS 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: THE ADVERTISER AGREES THAT LEVELBEST COMMUNICATIONS, ITS LICENSERS, EMPLOYEES, OR AGENTS DO NOT WARRANT EITHER THE RESULTS TO BE OBTAINED FROM THE SERVICE OR THAT LEVELBEST COMMUNICATIONS'S PERFORMANCE WILL BE UNINTERRUPTED OR ERROR FREE. LEVELBEST COMMUNICATIONS' SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. LEVELBEST COMMUNICATIONS reserves the right to add, modify or delete any services at any time. Neither LEVELBEST COMMUNICATIONS nor anyone else involved in creating, producing or delivering LEVELBEST COMMUNICATIONS services shall be liable to sponsor for any direct, indirect, incidental, special or consequential damages arising out of the use of LEVELBEST COMMUNICATIONS NETWORK SITES or the inability to use LEVELBEST COMMUNICATIONS NETWORK SITES to link to the Advertiser's Web Pages except as defined in the following paragraph.

In the event of any error, regardless of origin or circumstances, the liability of LEVELBEST COMMUNICATIONS shall not exceed the cost of the advertising link(s) in which the error or errors occur. LEVELBEST COMMUNICATIONS' obligation to adjust the charge for an error due to the fault of LEVELBEST COMMUNICATIONS shall be limited to the cost of one 24-hour period, to be prorated by the term and cost of this agreement, unless and until LEVELBEST COMMUNICATIONS is notified of the error.

ASSIGNMENT: Advertiser may not assign this agreement, in whole or in part, without LEVELBEST COMMUNICATIONS' 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 Maryland.

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 LEVELBEST COMMUNICATIONS' 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.

ADDITIONAL TERMS: This contract will automatically convert to a month to month contract at the end of the initial contract term unless either party gives one month written notice to the other. Notice will be given on the first day of the month to be effective the last day of the month. INTERCOT will add sponsor's link to the INTERCOT Sponsor Page, Feature Page in the Downtown Disney & nearby Accommodations Section & the Link Section of each Discussion Boards page.

ACCEPTED FOR ADVERTISER by:

Signature

Date

Printed Name

Title

ACCEPTED FOR LEVELBEST COMMUNICATIONS by:

Signature

Date

Printed Name

Title



Advertising Order Insertion Form

Company Name: _____
Billing Address: _____
City, State: _____
Zip Code, Country: _____

Advertising Contact Name: _____
Advertising Contact Phone Number: _____
Advertising Contact Fax Number: _____
Advertising Contact Email: _____

Billing Contact Name: _____
Billing Contact Phone Number: _____
Billing Contact Fax Number: _____
Billing Contact Email: _____

Number of Months/Impressions (specify M or I): _____
Start Date: _____
URL to Link to: _____