

# AGREEMENT FOR INTERNET ADVERTISING SERVICES IN BLUEGRASS TODAY

By placing your order with Bluegrass Today LLC, you hereby accept and agree to the terms and covenants of this agreement:

## RECITALS

A. **Bluegrass Today** owns and operates an Internet Site located at [www.bluegrasstoday.com](http://www.bluegrasstoday.com). The Advertising Site contains banner ads along with a hypertext link to the advertised site. When the hypertext link is selected by the party accessing the site ("User"), the User is transported to the URL associated with the advertisement.

## 1. ADVERTISING MATERIALS

a. The Customer agrees to submit and/or approve banner ads, along with hyperlinks and any special instructions, at least 48 hours prior to scheduled commencement of advertising campaign. Advertising materials will meet Uniform Advertising Specifications as set forth by **Bluegrass Today**.

b. **Bluegrass Today** has the right to approve or disapprove, in its absolute discretion, the content of any advertising material that the Customer submits. If the Advertising Service Provider finds that it does not meet its Uniform Advertising Specification, or if it is objectionable to **Bluegrass Today** in any way, including but not limited to: false or misleading information, any illegal information, vulgar or pornographic items, customer complaints, non-payment for services or for any other reason. If **Bluegrass Today** rejects any advertising material that the Customer submitted, **Bluegrass Today** will notify the Customer. Even after **Bluegrass Today** accepts the advertising, **Bluegrass Today** has the right to remove it. **Bluegrass Today's** placement of advertising on its site does not signify its approval or waiver of the right to object to it in the future.

c. **Bluegrass Today** has the right to terminate this Agreement at its sole discretion, if **Bluegrass Today** removes or chooses not to approve any materials that the Customer submits. In such an event, any prepaid advertising fee shall be returned to Customer. The Customer will not have any damages or other remedies, in law or in equity against **Bluegrass Today** for failing to place or for removing any advertising except for the return of any unused prepaid advertising fees.

d. The Customer may periodically make changes to its advertising material which **Bluegrass Today** must approve. **Bluegrass Today** normally does not charge a fee for making changes to the Customer provided advertising placements on Bluegrass Today's site, however, if changes are frequent and require excessive updates, **Bluegrass Today** will discuss additional charges with Customer prior to proceeding.

The Customer will provide **Bluegrass Today** with all changed materials that Customer desires to integrate 48 hours in advance of posting date. **Bluegrass Today** will use its reasonable efforts to make the changes that Customer submits within 48 hours after **Bluegrass Today** approves modifications. (Note: this does not include design time if **Bluegrass Today** is providing Graphic Banner Design Services)

e. **Bluegrass Today** agrees to provide the advertising packages and rates as described in its most current Media Kit and/or Special Ad Packages (i.e. Artist, Event, Business Pro Packages), unless Customer has obtained a special custom package.

## 2. SERVICES TO BE PROVIDED

a. **Bluegrass Today** does not guarantee any given amount of Impressions (click thru's) to Customer's website as a result of its advertising services.

b. **Bluegrass Today** will use its reasonable best efforts to make its Website available for display through the World Wide Web. **Bluegrass Today** is not responsible for periodic downtime, including but not limited to: Maintenance, upgrades, backup, acts of God, sabotage and other circumstances beyond its control or which are a normal part of the Internet business.

c. **Bluegrass Today** shall be responsible for tracking advertising impressions to the Customers site through the advertisements (banner ads) that are included on its site. **Bluegrass Today** will report this information via Email on a monthly basis. The Customer will agree to treat this information as confidential. The Customer may use it for its internal business and marketing planning, but may not disclose it to third parties without advanced written consent from **Bluegrass Today**.

## 3. PLACEMENT OF THE ADVERTISING

a. **Bluegrass Today** reserves in its own discretion all decisions and matters concerning placement of Customer's advertisement on pages of **Bluegrass Today** Site, software solutions, hardware configurations and selection, system components, categories of advertising, search engine results and search parameters and other operational and administrative matters pertaining to the construction and operation of **Bluegrass Today** Site.

b. Due to technical limitations, **Bluegrass Today** cannot guarantee precise placement of Geo-Targeted campaigns within requested zones, or regions.

c. **Bluegrass Today** will use its best efforts to deliver Customer's Advertising Campaign in its entirety, and in its sole discretion may modify settings for such as (but not limited to): Auto banner rotation, competitive/companion banner rotation, zone frequency, Geo-Targeted radius settings, etc., in order to fulfill Client's campaign quota. Client agrees to allow **Bluegrass Today** to make adjustments without prior notification.

#### 4. COMPENSATION

In consideration of its advertising services, the Customer agrees to pay the advertising fees set forth herein. The Customer will also pay any sales and other taxes based upon the fees set forth herein. Advertising fees will be paid in advance, on or before the first day of every month during the term hereof - or as stated as "Due Date" on Invoice.

**Bluegrass Today** charges interest and service charges on accounts that are delinquent at the maximum rates allowable by law. The Customer will be responsible for all collection costs and attorney fees if it is necessary to pursue collection efforts to collect on an account. **Bluegrass Today** reserves the right to suspend advertising services until Customer's account is brought current. **Bluegrass Today** has the right to terminate this Agreement if any advertising fee is delinquent.

#### 5. PROPRIETARY RIGHTS

**Bluegrass Today** will retain all proprietary rights in and to its respective sites and other proprietary materials such as copyrights, trademarks, trade secrets, patents and confidential information. **Bluegrass Today** does not grant the other any rights in and to such proprietary material except that the Customer hereby grants **Bluegrass Today** a non-exclusive license to use the advertising material provided, including its trademarks and copyrights, and the right to hyperlink to Customer's site from its site during the term of this Agreement. Upon fulfillment or termination of this Agreement, **Bluegrass Today** agrees to remove the hyperlink(s) and banner advertising materials provided from its site within a reasonable time.

#### 6. REPRESENTATIONS AND WARRANTIES

a. The Customer represents and warrants that the advertising provided is not false and misleading, does not contain any untrue, defamatory, harmful, abusive, vulgar or obscene materials, is in compliance with all applicable laws, does not infringe upon the rights of any other party, including but not limited to copyrights, trademarks, privacy rights, moral rights, trade secrets, patents and any other rights. The Customer also warrants and represents that it has the unrestricted and exclusive right to use all such materials.

b. **Bluegrass Today** makes no warranties that the advertising contained on [www.BluegrassToday.com](http://www.BluegrassToday.com) site will be free from errors or defects or that the use of the hypertext link or access to its site will be uninterrupted.

**BLUEGRASS TODAY** SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ON THE RIGHTS OF THIRD PARTIES. IN NO EVENT SHALL **BLUEGRASS TODAY** BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SALES OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS' FEES), EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

#### 7. INDEMNIFICATION

The Customer will indemnify and hold **Bluegrass Today** harmless from and against any claims, suits, threats, demands, settlements, actions, causes of action, liabilities, obligations and all other matters, including but not limited to court costs, attorney fees, witness fees, settlement fees, and all other direct and indirect expenses and losses that may occur arising from the breach of any of the representations and warranties that the Customer has made to **Bluegrass Today** and otherwise arising directly or indirectly from the placement of its advertising materials on **Bluegrass Today** Site.

#### 8. FORCE MAJEURE

**Bluegrass Today** will not be responsible for any failure or delay in performance hereunder that is directly or indirectly related to acts of God, storm, natural disaster, act of terrorism, sabotage, utility outages or interruptions, system transmission failure, server failure, strike, lockout, or any other situation which is beyond its control.

#### 9. TERMINATION

The Customer may terminate this Agreement, with or without cause, by giving 24 hours advance notice of its intent to terminate. **Bluegrass Today** reserves the right to terminate this Agreement for any reason, with or without cause, upon 24 hours written notice to Customer.

#### 10. ENTIRE AGREEMENT

This Agreement and the Exhibits hereto constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. It supersedes and replaces all previous discussions, negotiations, and understandings between the parties. This Agreement may only be amended by a written amendment signed by authorized representative of both of the companies.

#### 11. ASSIGNMENT

The Customer is not permitted to assign its rights or responsibilities hereunder. If any dispute or lawsuit between the parties arises relative to this Agreement, the prevailing party will be entitled to an award of reasonable attorney fees and costs.

#### 12. NOTICES

All notices called for herein shall be to the parties at the addresses contained in this Agreement and shall be by certified mail, return receipt requested or by reputable national overnight delivery service, such as Federal Express.

#### 13. GOVERNING LAW

The parties agree that this agreement shall be governed by the laws of the State of Tennessee, County of Davidson and all courts having jurisdiction therein. Should Customer breach this agreement then **Bluegrass Today** shall be entitled to reasonable attorney's fees, court costs, costs of collection and any costs for domestication of foreign judgements and any reasonable attorney's fees incurred for said domestication.