

AD AGENCY ONLINE AGREEMENT

It is hereby agreed upon, by and between, _____, hereinafter referred to as CLIENT, and AD AGENCY ONLINE, LLC., hereinafter referred to as AGENCY, that the CLIENT will retain AGENCY to provide the products and services necessary to conduct advertising and marketing campaigns as agreed to by both parties starting on the 1st. day of _____, 200__.

1. DESCRIPTION OF SERVICES:

AGENCY will provide products and services necessary to create print, radio, television, outdoor and other advertisements. Additional services may include, but are not limited to, research, market planning and public relations. This does not include the costs of materials billed separately.

2. FEES AND TERMS:

A. FEES: Upon execution of this agreement, CLIENT agrees to pay AGENCY a retainer fee based on a _____ RETAINER PACKAGE at the rate of \$ _____ per month plus a one time set up fee of \$499.00. CLIENT will be charged by AGENCY for additional products and or services as ordered by the CLIENT that are not included in the _____ RETAINER PACKAGE at the price(s) posted on the AGENCY PRODUCTS / SERVICES list which is considered as part of this agreement. CLIENT agrees to pay AGENCY all pre-approved delivery charges, along with reasonable out of pocket miscellaneous expenses and travel when applicable, on products and or services ordered by the CLIENT and provided by the AGENCY.

B. TERMS: All bills for products and or services ordered by the CLIENT are to be paid to AGENCY as ordered or as a debit from funds pre-paid by the CLIENT to the AGENCY at least fifteen days prior to the 1st. of the associated month and held by the AGENCY in a non interest bearing account. All bills not paid shall bear an interest at the rate of 18% per annum.

3. DURATION:

This agreement shall be for a six month period, commencing on _____. This agreement shall thereafter be automatically renewed for consecutive six month periods until canceled by either party as provided herein. Either party can cancel said agreement upon sixty days written notice by certified mail, addressed to:

A.

**B. AD AGENCY ONLINE, LLC.
2385 Executive Center Drive, Suite 100
Boca Raton, Florida 33431**

4. GENERAL CONDITIONS:

A. CLIENT agrees to indemnify and hold AGENCY harmless from and against any and all claims relating to this Agreement arising out of acts of conduct of CLIENT including, but not limited to, any financial obligations incurred by AGENCY on behalf of CLIENT and attorney fees required to defend the AGENCY. CLIENT is responsible to review all creative and advertisements to ensure compliance with all local and/or federal regulations.

- B. In the event that CLIENT cancels or terminates this Agreement, and/or work has been done prior to the termination, CLIENT agrees to pay all costs incurred, including any future non-cancelable commitments after the termination becomes effective.
- C. In the event that it should be necessary or proper for either party to bring any action arising under or in connection with this Agreement the prevailing party shall be entitled to recoup all costs and reasonable attorney fees incurred in connection therewith, including reasonable attorney fees through and including post-judgment and appellate proceedings. This Agreement shall be enforced and governed by the laws of the State of Florida. The jurisdiction and venue for any such litigation shall solely and exclusively be in Palm Beach County, FL.
- D. CLIENT agrees and understands that AGENCY shall act on behalf of CLIENT but will not be liable for payment of media and purchases placed on behalf of CLIENT that have not been paid to AGENCY by CLIENT.
- E. Upon payment in full to AGENCY, CLIENT shall not own any rights to any products /services or work and materials created by the AGENCY except as provided for in this agreement. CLIENT is leasing the use of the products / services and work and material provided by the AGENCY for CLIENT'S exclusive use for advertising at the dealership(s) listed in this agreement for the duration and under the terms of this agreement.
- F. **All products and or services provided by the AGENCY are for the exclusive use of the CLIENT for the dealership(s) listed in this agreement and may not be copied or sold to another party.**
- G. **Miscellaneous: The CLIENT hereby represents and warrants that the CLIENT has full legal right and authority to execute, deliver, and perform under this Agreement, and that the officer's execution of this Agreement on behalf of the CLIENT is with the full knowledge of the CLIENT and with the power and authority to do so. This Agreement is not assignable by the parties without the prior written consent of the other. This Agreement constitutes the entire Agreement between the parties hereto relating to the subject matter hereof, and supersedes all prior written or oral agreements, commitments, representations, or understandings with respect to the matters provided for herein, and no modification shall be binding unless set forth in writing and duly executed by each party hereto.**

IN WITNESS THEREOF, the parties hereby affix their hands and seals the day and year first above written.

BY _____

BY _____

**Philip Zelinger, Member Manager
Ad Agency Online, L.L.C.
2385 Executive Center Dr, Suite 100
Boca Raton, FL 33431**

Witness _____ Date _____

Witness _____ Date _____