


Company Name	
Address	
City/State/Zip	
Phone	Fax
Contact Person	Title
E-mail	Website
Advertising Agency Name	
Address	
City/State/Zip	
Phone	Fax
Contact Person	Title
E-mail	Website
Rate (per insertion):	
Web advertising \$	
Town to display ad:	
<div><div></div><div>HomesIn 3400 Hwy 35 Hazlet, NJ 07730 Phone: 800-405-3914 Info@HomesIn.com</div></div>	
Special Instructions:	
Artwork (check one):	
<input type="checkbox"/>	digital artwork 300x250 pix (Adobe Indesign, Adobe Illustrator 11 eps, pdf, or tiff)
<input type="checkbox"/>	design from enclosed sketch (additional production charges will apply: \$35 design fee)
Accepted and agreed to by: _____	
Signature (required): _____	
Agent for (advertiser/agency): _____ Date: _____	
Please bill my: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Bill Me	
Name on card _____	
Account number _____	
Expiration date _____	
Amount _____	
Authorized Signature _____	

INTERNET ADVERTISING CONTRACT AGREEMENT

1. Parties and Effective Date:

This Agreement is entered into between _____ hereinafter referred to as "**CLIENT**", located at _____ and **Homesin.com** hereinafter referred to as "**HI**", located at 3400 Hwy 35 Suite 5 Hazlet NJ 07730. This Agreement shall commence upon execution by the parties and continue for one (1) year and renew automatically each year for an additional one (1) year until modified, amended, or terminated by CLIENT as provided for in Paragraphs 4 and 5. The pricing during any such renewal term shall be the same as that of the prior term, unless HI has given CLIENT at least thirty (30) days written notice of a pricing increase before the end of such prior term, in which case the pricing shall be effective upon renewal.

2. **Entire Agreement:** The services are provided to the CLIENT under the Terms and Conditions as described herein, and **Exhibit A**, which is attached to and made a part of this Agreement. The terms and conditions of this Agreement supersede any previous Agreement, statement of terms and conditions, or understanding between CLIENT and HI. All representations or promises relied upon in executing the Agreement are included in the Agreement.
3. **Billing:** All setup fees and first year's payment, as shown in Exhibit A, are due and shall be paid following the execution of this Agreement, and no services shall be rendered until receipt of said payment. After the initial payment, yearly scheduled payments are due under net 30 days terms, unless specified otherwise on the invoice. Late amounts may be subject to reasonable collection and legal fees, plus interest accrued at 1.5% per month, or up to the maximum amount allowed by the State of New Jersey, whichever is greater. Returned checks are subject to a \$25.00 charge.
If payment is not received by HI according to the invoice payment terms, the CLIENT shall be informed, or attempted to be informed, by telephone, fax, US Mail or Email of the overdue payment. If the CLIENT does not cure the default within thirty (30) days of notification of default, all Internet and related services provided by HI may be suspended or terminated.
4. **Modifications or amendments:** CLIENT will make best effort to keep HI informed of any address or telephone number changes.
5. **Right to Terminate:** CLIENT may terminate this Agreement, with or without cause, by giving a sixty (60) day written notice to HI, via certified US Postal mail. No refund of any portion of yearly payment will be given. HI may terminate this agreement for cause (i) upon 60 (sixty) days written notice to the CLIENT of a material breach, if such breach remains uncured at the expiration of such period, or (ii) if CLIENT becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
6. **Content:** CLIENT agrees to assume full responsibility and liability for the content of its advertisement. HI is not responsible for, and in no way warrants, guarantees, or ratifies, the representations made or implied in CLIENT's content. If CLIENT desires to modify its content, it shall provide a written request to HI specifying in detail the modification desired. HI shall, within 10 business days, effectuate the modifications to the content.
7. **Limitation of Liability:** In no event shall HI or its agents, officers, or employees, or any affiliated company, or any agent, officer, or employee of any such company (INDEMNITEES), be liable for incidental or consequential damages of any kind, including but not limited to, loss of revenue or profits whether resulting from breach of contract, negligence, or otherwise. The CLIENT acknowledges it has been informed that HI is dependent on National Backbone Operators for Internet access and routing. INDEMNITEES shall not be held liable if one or more of these National companies should experience a problem that prevents HI or HI CLIENTS from gaining access to the Internet, the CLIENT's web site, and/or the CLIENT's advertisement.
Any liability of HI, including, without limitation, any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, delay of operation or transmission, communications line failure, theft or destruction of, or unauthorized access to, alteration of, or use of records, shall be strictly limited to the lesser of the amount paid on behalf of the CLIENT to HI during the year, or since the beginning of this Agreement, whichever is the lesser.
8. **Indemnification:** CLIENT shall indemnify, defend and hold HI and Indemnitees harmless against and in respect to any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including without limitation, interest, penalties, and attorneys' fees, that HI shall incur or suffer, which arise, result from or relate to any action taken or omitted, or representation made by the CLIENT to its customers. The duty to indemnify arises solely in any action or proceeding that arises, results from, or relates to, in whole or in part, to any action, inaction, or representation of the CLIENT. The CLIENT has a duty to pay reasonable and documented fees of the lawyers HI chooses to defend itself in any such action.
9. **Arbitration:** Any controversy or claim arising out of, or related to, this Agreement shall be settled by arbitration in the County of Monmouth, State of New Jersey, in accordance with the then existing rules of the American

Arbitration Association and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter in the controversy.

10. **Severability and Assignment:** If any provision of this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. HI has the right to sell, assign, and/or transfer this Agreement with its rights, title, or interest in it to any person, firm, or corporation with the consent of client, which consent shall not be withheld unreasonably, and such assignee shall acquire all rights and assume all the obligations of HI under this Agreement.

HI

By:
Print Name:
Title:
Date:

“CLIENT”

By:
Print Name:
Title:
Date:

EXHIBIT A

Description of Service

Package : Basic listing in Vendor Section of the HI web site for CLIENT. Listing to include CLIENT name, contact name, website, logo, address, telephone number, fax number, E-mail link.

Setup Fee
\$

\$

Yearly Fee
\$

\$

THE CLIENT IS TO INITIAL ON THE LINE UNDERNEATH THE SERVICE FEE THAT IS TO BE SELECTED.

The CLIENT agrees to pay for selected services to be provided by HI for the above fees, and abide by the above terms and conditions.