

Homes In Your Town

Advertising Agreement (please print this page)

Business Name
Client Name
Address
City State Zip
Phone Fax
Link
Email

NOTE: Advertising availability is subject to a "first come, first served" basis. HomesinYourTown Business Directory "services" will be limited by category. Any advertising on this website is subject to the Advertising Agreement- Terms & Conditions agreement. Subscriber must provide "HTML ready" banners, pages, or artwork and have a valid URL to avoid additional costs. In the event HIYT is unable to fulfill the terms and conditions in the Advertising Agreement, damages will be limited to the ad fee charged prorated over the remaining term of contract.

This ADVERTISING AGREEMENT ("Contract") is effective as of the date of execution by and between HomesinYourTown Business Directory (hereafter "HIYT") Subscriber (hereafter "Subscriber") HIYT maintains a Regional Web site at www.homesinyourtown.com. Subscriber agrees to advertise it's products and services on HIYT according to the following terms and conditions. This agreement refers to the services indicated below:

- 1. HIYT Business Directory Listing-includes listings on contributor page and web and email links from the business listing to your addresses

- 1. Preparation of Ad. Based upon the option selected, HIYT will post Subscribers ad on the HIYT web site. Subscribers has the option of selecting either HIYT formatted ads or use their own ad layout subject to size limitations and the approval and consent of HIYT.
2. Publication. HIYT will publish Subscribers ads on HIYT for the period of time designated
3. Payment. Subscriber agrees to pay HIYT in advance, the amounts set forth in the Attached Contract for Advertising. Unless otherwise provided, Subscriber must pay in advance for any contract extension(s) commencing immediately after expiration of the initial contract term in which the ad(s) appear on the web site. HIYT reserves the right to charge Subscriber the maximum amount allowed under the law, in addition to collection costs, attorneys fees, court costs, late fees, returned check fees, or any other fees attributed to late or non-payment by the Subscriber. The ANNUAL PERCENT-AGE RATE in 18 percent. In addition, HIYT reserves the right to remove from the HIYT web site any ad for which payment is overdue.
4. Subscribers Use of Material. Subscribers agrees and warrants that the material presented for display on the web site violates no patents, copyrights, trademarks, and if any logo, phrase or expression attributable to another is used, then permission has been granted for use of same. Upon request, Subscriber will present such evidence of permission.
5. Right to Edit. All ads and content are subject to HIYT approval and HIT reserves the right to edit, revise, or reject any advertising or material presented for matters of legality, falsity, bigotry, slander, taste, or other matters which HIYT, in its sole discretion, may deem objectionable. HIYT reserves the right to designate categories and/or search criteria for Subscriber or Subscribers ad.
6. Frequency of Display. Unless other wise agreed in writing, Subscribers banner ad (s) will be displayed on rotating basis on the HIYT web site.
7. Disclaimer, Limitation of Liability, Indemnification. HIYT makes no guarantees to Subscriber as to the level of reach, distribution, leads, revenues, traffic, or business to be derived from the placements of ad(s). HIYT is not liable for any delayed delivery or non-delivery due to acts of god, network difficulty, action by any governmental or quasi-governmental agency, other force majeure, or other acts beyond the control of HIYT ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT INCLUDING RESULTING FROM A PUBLICATION ERROR SHALL BE LIMITED TO THE AMOUNT OF THE FEE PAID BY SUBSCRIBER HEREUNDER. IN NO EVENT WILL HIYT. AND/OR THE HIYT WEB SITE BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS, OTHER ECONOMIC LOSS OR GOODWILL OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND.
8. Miscellaneous. This contract contains the entire agreement of the parties here to regarding the subject matter hereof. NO representation or promises of any kind not set forth herein shall bind or in any way affect the obligations of the parties to this Contract. The State of New Jersey. This Contract is not assignable by the Subscriber. Any purchaser of Subscriber or the properties or services with respect to which this Contract relates, shall be liable for the obligations of the Subscriber under this Contract.

This Contract may be amended or modified, and any of the terms may be waived, only by a written instrument duly executed by each of the parties hereto. If and provision of this Contract shall be held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of this Contract shall remain in full force and effect.

Agreed: _____

Date: _____

If you wish to advertise, print this and mail with your check to:

HomesinYourTown.com
Business Directory
3400 Hwy 35
Hazlet, NJ 07730

732-264-2700