

# TEXAS

## WeddingMall.com

### Venue Brochure Sign-Up Form

Feature (20 vendor sponsorships available, limit three per industry)	Full Pg Ad (\$195 annually)
Full page ad (8" x 5.5") in venue brochure. All color.	<input checked="" type="checkbox"/>
Graphic Design included.	<input checked="" type="checkbox"/>
Venue will distribute your ad on their brochure to clients and prospective brides.	<input checked="" type="checkbox"/>
Up to 50 copies of Venue Brochure supplied annually to advertiser.	<input checked="" type="checkbox"/>
Virtual brochure with link to your web site from venue's web site.	<input checked="" type="checkbox"/>
Virtual brochure with link to your web site from TexasWeddingMall.com	<input checked="" type="checkbox"/>

**To participate, please complete the following form and fax to: 800-356-3069**

Name of Advertiser	Industry (i.e. florist, wedding cake, music)	
Address	City, State, Zip	
Phone	Web Site	
Contact Name & Title	Email	
<b>Sponsoring Venue:</b>		
<b>Advertising / Sponsorship Term:</b>		
Authorized Signature	Date	
<small>(I agree to the Terms &amp; Conditions as listed on the back side of this Agreement.)</small>		

Please include payment information (indicate one or four auto payments annually):		
Type of credit card, circle only one: <b>VISA MasterCard AmEx Discover</b>	Card Number:	
Name of Card Holder:	Billing Address (If different than above):	
Card Expiration Date:	One payment of \$195 annually -or-	
	Split payment of \$97.50 over two consecutive months.	

# USA Wedding Mall, Inc.

## Terms & Conditions of Venue Brochure Program

**ADVERTISING AGREEMENT** THIS ADVERTISEING AGREEMENT (the "Agreement") is made and entered into on the date specified on the face of this contract (the "Effective Date"), by and between USA Wedding Mall, Inc., a Texas corporation (the "Company"), and the Event Location whose name appears on the face of this contract ("Venue"). WITNESSETH: WHEREAS, the Company produces and maintains an Internet Wedding Mall web site at [www.USAWeddingMall.com](http://www.USAWeddingMall.com) (the "Wedding Mall Web Site"), wedding publication (the "Magazine") and custom marketing brochure for the Venue (the "Brochure") for wedding goods and services; and WHEREAS, the Venue desires to advertise its wedding goods and services with the Company; NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Artwork must be provided 60 days before the scheduled publish date and must follow the mechanical guidelines established by the Magazine.** Venue represents that they own the Copyright Privileges on (or have rights to use) any and all content (including photo images) provided to the Magazine and hereby grants Permission to the Company to use this content on within the Magazine and/or Venue Brochure.

2. The Magazine retains all copyright titles and privileges for any and all content presented in the Magazine and / or Venue Brochure. This includes, but is not limited to: articles, layout design, and ad design. The Magazine retains the right to limit the amount of space provided to any one advertising client or industry. Use of any creative material without the express written consent of the Company is prohibited.

3. Ad/s design by the Company created for the Venue's use in the Magazine and/or Venue Brochure are owned exclusively by the Company. A \$1,000 release fee along with written permission from the Company is required before the Venue may use the design outside the context of the Magazine and/or Venue Brochure. The Company will retain the copyright on such ad designs.

4. Venue understands that there will be some variation in the color and/or photo quality of their advertisement and/or venue brochure as a result of mass, large-scale printing; Venue hereby accepts these variations.

5. **Non-Compete and Exclusivity Agreement.** The Venue hereby acknowledges and Agrees to a non-compete and exclusivity clause for the duration of this Agreement that will extend for a period not to exceed one (1) year after this Agreement has ended. Accordingly the Venue agrees not to produce a similar brochure, nor hire another company to design, print or distribute a similar brochure or marketing piece that will compete with the Venue Brochure created by the Company. The Venue agrees to distribute evenly, and in good faith, the Venue Brochure over the entire term of this Agreement to the best of their ability.

5. The Company agrees to design, layout and print the Venue Brochure in an equal exchange for the Venue allowing the Company to sell advertising on the Venue Brochure. The Venue also promises to distribute the Venue Brochure to potential renters of the Venue's facility for the advertising term outline in this Agreement.

6. The Venue grants permission to the Company to sell advertising in the Venue's Brochure. Advertisers in the Venue Brochure will pay the Company directly and the Company will handle all administrative tasks as well as establish all advertising rates. At no time is the Venue entitled to advertising revenue generated by the Company through the Venue Brochure now or in the future.

7. Venue and Company both represent that they are neither a partner of nor endorsing the services of the advertisers on the Venue Brochure. There is no partnership created between the Venue, Company or any Advertisers.

**General Terms & Conditions For All Products & Services**

1. **No Warranty.** THE COMPANY PROVIDES THE WEDDING MALL WEB SITE, MAGAZINE, VENUE BROCHURE AND RELATED SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE COMPANY, INCLUDING BUT NOT LIMITED TO, THE QUALITY OR QUANTITY OF USERS OF THE COMPANY'S SERVICES. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE COMPANY'S SERVICES OR THIS AGREEMENT. THE COMPANY'S ENTIRE LIABILITY FOR ANY CLAIMS OR DAMAGES, WHETHER BASED IN CONTRACT OR NEGLIGENCE, WILL BE LIMITED TO THE AMOUNT OF LISTING FEES PAID BY THE LISTER TO COMPANY HEREUNDER.

3. **Binding Arbitration:** The Company and the Venue hereby agree that any and all disputes, controversies or claims arising out of the Advertising Agreement or services provided herein shall be resolved exclusively through final and binding arbitration, by an Arbitrator selected from a list of seven arbitrators obtained from the American Academy of Arbitrators (the "Arbitration List"). In the event a dispute over this Agreement becomes subject to arbitration, the Parties shall alternately strike names on the Arbitration List, with the Party requesting arbitration striking first, until a final Arbitrator is determined. No arbitration may be initiated beyond the applicable statute of limitations on the claim being raised. The decision of the Arbitrator will be final and binding upon the Parties. Costs of the Arbitrator's fees and transcripts shall be borne by the losing party.

4. **No Verbal Agreements.** Only the Agreement as stated on the front of this contract will be deemed enforceable and recognized. There are absolutely no verbal agreements or contracts outside the written terms on this Agreement.

5. **Responsibilities.** The Company's services (including the Wedding Mall Web Site, Magazine and Venue Brochure) act as mediums for vendors to list goods and/or services for sale or rental. The Company is not involved in the actual transaction between the buyers and sellers of the goods and services listed within the services provided. The Venue has sole responsibility for securing contracts and agreements for the provision of listed wedding services/goods. The Company makes no warranties or representations whatsoever with regard to any good or service, or content provided by Venue. The Company is not a representative or agent of the Venue. Because the Company is not involved in the actual transaction between the Venue and buyers of the Venue's good and services, the Venue hereby releases the Company from, and indemnifies and holds the Company harmless for, any cost or damage of every kind and nature, known or unknown, disclosed or undisclosed, arising either directly or indirectly, from any action or inaction between the Venue and any customer of the Venue.

6. **Term.** The term of this Agreement shall be for the period specified on the front of this Advertising Agreement which begins when the Venue's Brochures are presented to the Venue.

7. **Competitive Goods and Services.** Venue acknowledges and agrees that the Company may work with other special event facilities that offer similar services in close proximity to the Venue. The Company may allow a competing vendor on the Wedding Mall Web Site, or in the Magazine or produce a separate Venue Brochure that will sell goods and services that are or may be competitive with Venue's goods and services.

8. **Venue's Authority.** Venue hereby grants to the Company the right to advertise the Venue's services and to use Venue's trademarks, service marks and trade names in conjunction with the terms and conditions of this Agreement. Venue represents and warrants it has requisite authority to list, contract and sell the goods and/or services described in the Listing under the applicable trade name, trademark or service mark provided by Venue.

9. **Refusal of Services.** The Company retains the right to refuse services to any organization that it deems undesirable or detrimental to the successful operation the Company. Reasonable and adequate notice will be provided if this situation arises.

11. **Indemnification.** The Venue shall at all times indemnify and hold harmless the Company, its employees, agents, officers, directors, shareholders and representatives and their successors and assigns, from and against any and all claims, demands, judgments, losses, liabilities, damages and expenses (including reasonable attorneys fees) in any manner arising out of, directly or indirectly, this Agreement, including, but not limited to, any Listing or any errors or omissions.

12. **CHOICE OF LAW AND VENUE.** THIS AGREEMENT SHALL BE DEEMED TO BE ENTERED IN THE COUNTY OF COMAL, STATE OF TEXAS, UNITED STATES OF AMERICA AND GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, UNITED STATES OF AMERICA.

13. **Assignment.** Except as may be provided herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns; provided, however, that neither party shall assign, transfer, or pledge its rights and obligations under this Agreement or collaterally assign or hypothecate this Agreement, except as herein specifically provided, without the prior written consent of the other party.

14. **Waiver of Breach.** The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or another provision hereof.

15. **Severability.** In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, and if the extent of such in-validity, illegality or unenforceability does not destroy the basis of the bargain herein, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall remain in full force and effect, enforceable in accordance with its terms as if such provisions had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provisions, if possible, shall be deemed modified to the extent necessary and possible to render such provisions valid and enforceable.

16. **Amendments and Agreement Execution.** This Agreement and amendments thereto shall be in writing and may be executed in multiple copies on behalf of the parties hereto. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

17. **Entire Agreement/Amendment.** This Agreement supersedes all previous agreements (written or oral) and constitutes the entire agreement of whatsoever kind or nature existing between or among the parties respecting the subject matter addressed within, and no party shall be entitled to benefits other than those specified herein. This Agreement may not be amended, supplemented, canceled, or discharged except by written instrument executed by all parties hereto.

18. **Third Parties.** Except as otherwise provided herein, none of the provisions of this Agreement are enforceable by third parties. Any agreement to pay an amount and any assumption of a liability herein contained, whether expressed or implied, shall only be for the benefit of the parties hereto, and such agreement or assumption shall not inure to the benefit of the any third party.

19. **No Partnership Created.** Nothing in this Agreement shall be deemed in any way or for any purpose to constitute the parties hereto as partners, joint ventures, employer/employee, principal/agent or as having any other relationship except that of the Lister being a listing client of the Company. Neither party is authorized to make any contract, agreement, warranty or representation or to create any obligation, expressed or implied, on behalf of the other party.

Notices. Any notice, demand or communication required, permitted, or desired to be given shall be deemed effectively given (i) when personally delivered, (ii) upon receipt when delivered by telephonic document transfer, (iii) three (3) business days next following the day the notice is mailed by prepaid certified mail, return receipt requested, or (iv) the next business day following deposit with a reputable courier, addressed to the principle place of business of the party appearing next to their signatures below, or to such other address, and to the attention of such other person or officer as any party may designate. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given in accordance with the provisions hereof shall be deemed to be receipt of the notice sent.

**Client Signature:**

**Date:**