

Order Form

Sponsored & Local Advertising Rates

Date: _____

Advertiser: _____

Contact: _____

Address: _____

City/St./Zip: _____

Phone #: _____

Email: _____

Fax #: _____

Website: _____

Please run the following:

Listing Upgrades – (12 Months) – Payment options--- > _____ \$250 per year

Standard upgrade includes: Move listing info. to the top rotation in Sponsored Businesses section; picture or logo; short description about your company; link to your webpage; pinpoint location on the map.

Listing Upgrade Packages – (12 month minimum)

Payment Options

Pay Upfront for 12 months

Listing Upgrade + 125 x 125 Banner ad

____ ~~\$ 300~~ **\$210 per month**

____ ~~\$ 3,000~~ **\$2,100 per year**

Listing Upgrade + 300 x 100 Banner ad

____ ~~\$ 500~~ **\$350 per month**

____ ~~\$ 5,000~~ **\$3,500 per year**

Banner Ad Size (6 month minimum)

Payment Options

Pay Upfront for 12 months

125 x 125

____ ~~\$ 300~~ **\$210 per month** or

____ ~~\$ 3,000~~ **\$2,100 per year**

300 x 100

____ ~~\$ 500~~ **\$350 per month** or

____ ~~\$ 5,000~~ **\$3,500 per year**

(SPECIAL PRICING Shown: 30% off Banner Ads for 1st year)



300 x 100 - \$500/mo



125 x 125 – \$300/mo

WaterplayUSA.com

Advertising Agreement / Contract

Company Name: _____

Banner Ads

WD-42, Inc., dba WaterplayUSA.com agrees to display an advertising banner for the Advertiser (Customer) identified on the Order page with a link from the banner ad to the Advertiser's web page. The cost of the advertisement will be a set monthly fee, with discounts offered for payments made in advance for a full year. All Ad space may be on a rotation basis. Unless otherwise provided in the Order, upon expiration of the initial term, the term of this Agreement shall renew for the same term unless you cancel your ad. You may cancel at any time after the initial term. All cancellation requests shall be completed at the end of the current month the request was received or as specified by the Advertiser. All cancellation requests need to be submitted via email to advertising@waterplayusa.com.

Upgraded Listings

WD-42, Inc. dba WaterplayUSA.com agrees to display an "Upgraded Listing" for the Advertiser (Customer) identified on the Order page. The upgraded listing will move the Advertiser's listing above all listings that do not choose to upgrade. We will also allow the Advertiser to display either a picture or a logo in the space provided. The Advertiser will be allowed to add text to their listing, and we will provide a link to their web site, and we will add a pin location on the WaterplayUSA map. Special pricing incentives are given to Listing Advertisers that choose to add a banner ad to their upgraded package. The minimum ad run time for upgraded listings shall be 12 months. All upgraded listings and ad spaces may be on a rotation basis. Unless otherwise provided in the Order, upon expiration of the initial term, the term of this Agreement shall renew for the same term unless you cancel your ad. You may cancel at any time after the initial term. After the initial 12 month period, all cancellation requests shall be completed at the end of the current month the request was received or as specified by the Advertiser. All cancellation requests need to be submitted via email to advertising@waterplayusa.com.

Payment:

All payments shall be made in advance of running Advertisers' ads. WaterplayUSA.com reserves the right to hold Advertiser and its authorized advertising agency jointly and severally liable for any and all amounts owed.

Right To Refuse Unacceptable Advertising:

WaterplayUSA.com reserves the right to refuse an advertisement banner that does not completely conform to the details and instructions found on WaterplayUSA.com's web site. WaterplayUSA.com does not accept advertising that promotes pornographic products or services, or any other advertising that it deems inappropriate.

Truth In Advertising / Indemnification For Liability

Advertiser is solely responsible for any legal liability arising out of or relation to the advertisement placed and/or any material to which users can link through the advertisement. Advertiser represents and warrants that the advertisement and link comply with WaterplayUSA.com's advertising standards, and that it holds the necessary rights to permit the use of the advertisement and link by WaterplayUSA.com for the purpose of this agreement; and that the use, reproduction, distribution, or transmission of the advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify WaterplayUSA.com and to hold WaterplayUSA.com harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by WaterplayUSA.com, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

Limitation On Damages:

In no event will WaterplayUSA.com be liable to any sponsor or sponsors for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not WaterplayUSA.com has been advised of the possibility of such damage.

Initials: _____

Assignment:

Advertiser may not assign, resell, or transfer this agreement, in whole or in part, without WaterplayUSA.com's written consent. Any attempt to assign, resell, or transfer this agreement without such consent will be null and void.

Governing Law:

This Agreement and any dispute or claim arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its conflict of laws rules.

Entire Agreement:

This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between WaterplayUSA.com and the Advertiser with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, provided that all pricing shall be governed by WaterplayUSA.com's pricing information, whether printed on paper or electronically. The terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

Run Time:

Said advertisement shall begin on _____, and end on _____

Other Conditions:

Authorized Advertiser Representative

Date

Printed Name

Company Name

WaterplayUSA.com's Representative

Date