

# AMERICASMART.COM® ADVERTISEMENT AGREEMENT

This Agreement is between AMERICASMART.COM, LLC, a Georgia limited liability company acting by and through its managing member, AMC, Inc. (“AMERICASMART”) and the undersigned (the “Advertising Party”). AMERICASMART and the Advertising Party are referred to individually as a “Party” and collectively as the “Parties”.

**1. Advertisements.** Subject to the terms and conditions of this Agreement, AMERICASMART will post within its website, currently located at <http://www.americasmart.com> (the “AMERICASMART Site”), the advertisement(s) that the Advertising Party may submit to AMERICASMART from time to time related to the hire of showroom representatives by Advertising Party (the “Advertisements”). The Advertising Party shall submit the Advertisements in such form and format that conform to the allotted space and is otherwise reasonably acceptable to AMERICASMART.

**2. License.** The Advertising Party hereby grants AMERICASMART a non-exclusive, royalty-free, world-wide right and license to run the Advertisements on the AMERICASMART Site, and to use, edit, modify, copy, distribute, publicly display and perform the Advertisements as may be necessary or convenient for the purposes contemplated hereby.

**3. Restrictions.** (a) All Advertisements are subject to AMERICASMART’s prior approval. AMERICASMART reserves the right to reject or cancel any Advertisement or any links contained therein. Without limiting the generality of the foregoing, AMERICASMART shall have the right to reject any Advertisement if the Advertisement contains any links to any website(s) (the “Linked Sites”) that (i) does not comply with AMERICASMART’s guidelines as in effect from time to time; (ii) might subject AMERICASMART or its affiliates to unfavorable regulatory action, violate any law, infringe upon the rights of third parties, or subject AMERICASMART or its affiliates to liability for any reason; or (iii) might adversely affect AMERICASMART’s or its affiliates’ public image, reputation or goodwill.

(b) Nothing contained in this Agreement shall entitle the Advertising Party to, and the Advertising Party shall not, establish any links to the AMERICASMART Site without AMERICASMART’s prior written approval of the proposed link.

**4. Term and Termination.** The term of this Agreement shall begin on \_\_\_\_\_, 200\_\_ (hereinafter the “Effective Date”) and shall continue in full force and effect, subject to the rights of the parties to terminate as otherwise herein provided, for a term of 2 months from the Effective Date (hereinafter the “Term”). AMERICASMART may immediately terminate this Agreement if the Advertising Party breaches any provision of this Agreement and fails to cure the same within 5 days after written notice thereof. In addition, either party may terminate this Agreement without cause upon not less than 30 days prior written notice to the Advertising Party. Upon termination, the Advertising Party shall pay all earned and unpaid fees and other amounts due to AMERICASMART hereunder, which shall become immediately due and payable. Sections 5, 6, 7 and 9 shall survive any such expiration or termination.

**5. Fees and Advertising Revenue.** During the Term of this Agreement, the Advertising Party will pay AMERICASMART the fee(s) set forth in **Exhibit A** attached. All invoices submitted by AMERICASMART shall be due and payable in full, without reduction or offset, withholding or other claims, within 10 days after the date thereof. Any amounts payable to AMERICASMART hereunder which are not paid when due shall thereafter bear interest at the rate of 1.5% per month or the maximum amount permitted by applicable law, whichever is less. If any payment due to AMERICASMART is collected at law or through an attorney at law or under advice therefrom or through a collection agency, the Advertising Party shall pay all costs of collection, including, without limitation, all court or arbitration costs and reasonable attorney’s fees. AMERICASMART shall have the right to remove any Advertisements if the Advertising Party is delinquent on its payment obligations. The Advertising Party shall be responsible for all taxes and regulatory fees of any kind imposed by any federal, national, state, provincial, local, municipal or foreign government on any services provided under this Agreement; provided, however, that AMERICASMART shall be responsible for all taxes based solely upon AMERICASMART’s income.

**6. Indemnification.** The Advertising Party shall defend, indemnify and hold harmless AMERICASMART from and against any claim or action arising, directly or indirectly, from any Advertisements, Linked Sites or transactions resulting from or conducted through any Advertisements or Linked Sites, including, without limitation, any claim or action alleging that (i) the Advertisements, the Linked Sites or any content contained therein infringe any copyright, trademark, service mark, trade secret or other proprietary or intellectual property right of any other person, or constitutes a defamation, invasion of privacy or violation of any right of publicity or any other right of any person, including, without limitation, any so-called “moral right” or any similar right however denominated; (ii) the Advertisements constitute false, deceptive or unfair advertising or disparagement; (iii) the Advertisements, the Linked Sites or any use of information collected using the Advertisements or the Linked Sites violates any applicable laws, rules or regulations, including, without limitation, any applicable licensing requirements and any administrative or professional rules and regulations; or (iv) the Advertisements or the Linked Sites are used to conduct or solicit illegal activity.

**7. Limitation of Liability.** Except as provided in **Section 6** above, in no event shall either Party be liable to the other Party, whether in contract or in tort or under any other legal theory (including strict liability), for any indirect, special, incidental, consequential or similar damages, or for any claim made against the other Party by any other person, even if such Party has been advised of the possibility of such claim. If AMERICASMART fails to run any Advertisement(s) in accordance herewith, AMERICASMART’s sole liability and the Advertising Party’s sole remedy shall be limited to placement of the Advertisement(s) in the allotted space or a similar space within the AMERICASMART Site at a later time.

**8. Force Majeure.** AMERICASMART shall not be liable for, or be considered to be in breach of or default under this

Agreement on account of any delay in the performance of any of its obligations under this Agreement if such default or delay is due, directly or indirectly, to any cause beyond AMERICASMART's reasonable control. Without limiting the generality of the foregoing, the Advertising Party acknowledges and agrees that the Internet is an inherently unreliable medium over which AMERICASMART has little control, and AMERICASMART shall not be liable for any interruptions in service or any corruption or loss of data transmitted or received through the Internet, as agreed to by AMERICASMART.

**9. Miscellaneous.** This Agreement (including the exhibit(s) attached hereto) represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous written and oral agreements and communications relating thereto.

**Agreed:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

email address: \_\_\_\_\_

Except as provided herein, no amendment or modification to this Agreement is binding unless expressly agreed upon by both Parties in writing. This Agreement may not be assigned or transferred in any manner by the Advertising Party without the prior written consent of AMERICASMART. No failure or delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right or remedy preclude any further exercise thereof or the exercise of any other right or remedy. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. All notices and other communications to a Party hereunder shall be in writing and shall be given to such Party at its address or email address set forth below. This Agreement shall be governed by the laws of the State of Georgia, without regard to its conflict of law principles.

**Accepted:**

AMERICASMART.COM, LLC, acting by and through its managing member, AMC, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

240 Peachtree Street  
Suite 2200  
Atlanta, Georgia 30303

Attention: \_\_\_\_\_

email address: \_\_\_\_\_

## EXHIBIT A

Fee: \$50.00 for the first month of the Term  
\$50.00 per month for the remainder of the Term

Notwithstanding the foregoing, AMERICASMART reserves the right to increase the Fee on not less than \_\_ (\_\_\_) days prior written notice to Advertising Party, provided however that, Advertising Party shall thereafter have the right to terminate this Agreement as of the date on which said increase was to have taken effect, so long as (i) Advertising Party is at such time and remains thereafter in full compliance with its obligations hereunder and (ii) Advertising Party delivers to AmericasMart written notice of such termination no later than thirty (30) days after receipt of such notice to increase the Fee(s).

AMart.com\rep wanted agreement



# AmericasMart.com<sup>®</sup>

## Credit Card Charge Form

Exhibitor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Cardholder Name: \_\_\_\_\_

Card Type:      \_\_\_MasterCard    \_\_\_Visa

Card Number: \_\_\_\_\_

Card Expiration:    \_\_\_/\_\_\_      3-Digit Security Code: \_\_\_\_\_

Card Holder  
Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Please charge the following amounts to my credit card in accordance with the Agreement with an Effective Date of \_\_\_\_\_.

Change my credit card the payment amount of **\$100.00** \_\_\_\_\_(initial)

I, the cardholder above, agree to the above charges. I understand that these amounts are non-refundable and non-transferable. No exceptions.

Cardholder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**AmericasMart.com<sup>®</sup> Use Only:**

Exhibitor Name: \_\_\_\_\_  
Monthly billing amount: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Term: \_\_\_\_\_ Months