DVD RENTAL KIOSK ADVERTISEMENT AGREEMENT

[YOUR COMPANY NAME] has created an advertising package and system that produces information directing user and viewers of the DVD Rental kiosk to Advertising placement that is to be hosted on the DVD Rental Kiosk. (Advertisers Name) (hereinafter referred to as "Advertiser") is purchasing advertising space on the [YOUR COMPANY NAME] DVD Rental Kiosk. The effective date of this agreement shall be no earlier than the date upon which the initial payment is received by [YOUR COMPANY NAME].

LEVEL OF ADVERTISING AND DESCRIPTION OF ADVERTISING CAMPAIGN: P

Monthly Rate: $_____ Term: ___ Months

Description of Advertisement:

- ___ Second Picture or Video Rotating Advertisement to be displayed no less then ___ times per hour
- 1 x ___ inch by ___inch flyer or poster to be placed on Side Panel of the DVD Rental Kiosk

Quantity and Locations of DVD Rental Kiosks

- Advertisement will be displayed on ____ number of kiosks
- Kiosks are placed at the locations listed in the table below.

Location Name	Street Address	City	State	Zip

1. This Agreement is entered into between **[YOUR COMPANY NAME]** and Advertiser.
2. The term of this Agreement between **[YOUR COMPANY NAME]** and Advertiser shall be for a period of ____ months.
3. Start date of this Agreement shall be _____(MM/DD/YYYY), and the end date shall be _____(MM/DD/YYYY). [YOUR COMPANY NAME] does not guarantee any specific quantity of leads generated or quality of information submitted to Advertiser, nor that any of the prospective kiosk users will purchase any goods or services from the Advertiser. **[YOUR COMPANY NAME]** is not in the business of selling or arranging for the sale of goods or services. It is agreed that **[YOUR COMPANY NAME]** will not be liable to Advertiser for any direct, indirect and/or consequential damages.
4. **[YOUR COMPANY NAME]** shall maintain promotional information representing Advertiser on **[YOUR COMPANY NAME]**'s DVD Rental Kiosks. Prospective kiosk users may view the promotional information as provided by Advertiser on the kiosk.
5. The Advertiser agrees to pay $_____/month with a total obligation of $_____ over the contract term of _____ months. Advertiser shall pay **[YOUR COMPANY NAME]** $_____ upon execution of this agreement. Advertiser agrees to remit payments to be received by **[YOUR COMPANY NAME]** on or before the agreed upon due date. Advertiser agrees that payments received after the agreed upon due date of each month will result in a late payment charge of ten percent (10%) of the monthly payment. This contract is not cancelable at-will by Advertiser. In the event Advertiser cancels or attempts to cancel the Agreement, Advertiser expressly acknowledges that it is responsible to **[YOUR COMPANY NAME]** for the remaining unpaid balance of the Agreement.
6. **[YOUR COMPANY NAME]**may terminate this Agreement, with written notification to Advertiser should any of the following occur:

   a. Advertiser has failed to remit its monthly payment;
   b. Advertiser breaches any material provision of this Agreement;
   c. Advertiser files bankruptcy

NOTE: Advertiser shall have 30 days from receipt of notification of default to cure default. Further, in the event **[YOUR COMPANY NAME]** has to collect by way of attorney, any outstanding money due **[YOUR COMPANY NAME]** pursuant to this Agreement, Advertiser agrees to be liable for all associated attorney fees and collection costs of **[YOUR COMPANY NAME]**'s.

7. Advertiser represents that subject matter, content and graphics of advertisements submitted by Advertiser do not violate any applicable law and that Advertiser is authorized to have same published. Advertiser agrees to indemnify, hold harmless and defend at their own expense **[YOUR COMPANY NAME]**, its officers, employees, directors, and owners from any liability, loss, and expense (including, but not limited to, court costs and attorney's fees) arising out of publication of such advertisement, including but not limited to any claim or lawsuit for libel, plagiarism, copyright or trademark infringement, franchisee disputes (including but not limited to, all costs from litigation associated with **[YOUR COMPANY NAME]**, or its officers, employees, directors and owners being named party to litigation which is or resulting from advertising which advertiser(s) claim was false or misleading), and any and all litigation related to the Advertiser's use of lead information. Following termination or expiration of the Agreement it shall be the express responsibility of Advertiser to notify **[YOUR COMPANY NAME]** that Advertiser no longer wishes to have its advertisement displayed with **[YOUR COMPANY NAME].**

8. Any agency signing this Agreement agrees, on behalf of advertised client and itself, to be jointly and severely liable to pay **[YOUR COMPANY NAME]** for all advertising charges and any collection or litigation costs (including court costs and reasonable attorney's fees) incurred by **[YOUR COMPANY NAME]** regardless of whether agency has been paid for such charges by Advertiser and regardless of whether **[YOUR COMPANY NAME]** has first tried to collect said charges without success from advertised client.

9. The Agreement shall be governed by the laws of the State of **(Kiosk Owners State)**. Any controversy, claim, action or suit ("Actions") arising out of or in relation to this Agreement or the breach thereof shall be subject to the exclusive jurisdiction of the courts of the State of **(Kiosk Owners State)**, and that any and all such Actions commenced by either **[YOUR COMPANY NAME]** or Advertiser shall be commenced in the courts of the State of **(Kiosk Owners State)** and not otherwise. Provided, however, that **[YOUR COMPANY NAME]** at its sole option may choose to have the controversy, claim, action and/or suit arbitrated by the American Arbitration Association (AAA) in accordance with the Commercial Arbitration Rules of the AAA. Further, Advertiser agrees that if **[YOUR COMPANY NAME]** chooses to submit the controversy, claim, action and/or suit to arbitration and the amount in controversy is less than $10,000, the matter shall be decided by the Arbitrator on the written submission of the parties and no hearing held.

10. The foregoing provisions are severable and if any of these provisions shall be held unconstitutional or unenforceable by any court of competent jurisdiction and/or AAA Arbitrator, the decision and such court or arbitrator shall not affect or impair any of the remaining provisions**.**

11. This Agreement contains the entire Agreement of the parties. No prior or contemporaneous understanding, written or oral statement, promise or inducement was made by any party which is not combined herein. This Agreement shall not be modified, altered or amended except in writing signed by the parties.

12. Advertiser understands that **[YOUR COMPANY NAME]** has no control over environmental conditions that may interfere with proper operations of the advertisement i.e. lack of electrical power or unscheduled closures of the store/mall/building of the location of the DVD Rental kiosk. If such issue should arise it is not way a breech of contract between **[YOUR COMPANY NAME]** and the Advertiser.

13. This agreement is in no way an agreement between DVDNow Kiosks, Inc and the Advertiser. All matters involving this contract are to be addressed to **[YOUR COMPANY NAME].** DVDNow Kiosks, Inc not will not assume any liability for any Legal action taken between either parties or any other outside party seeking damages or penalty of any kind.

[YOUR COMPANY NAME]	**ADVERTISER**
_____ Date_____ Title: _____	_____ Date_____ Title:_____