

# Greatamericanhomeplans.com WEB SITE ADVERTISING CONTRACT

Please print out this page, sign in all applicable areas, and mail to:  
Greatamericanhomeplans.com  
P.O. Box 15124, Santa Rosa, California, 95402

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Greatamericanhomeplans.com agrees to display an advertising banner for the Advertiser with a link from the banner to the Advertisers page. This banner shall be displayed on the selected pages by advertiser. The banner will continue to be displayed until the contract time line has been achieved.

Greatamericanhomeplans.com also agrees to maintain a private password account to The Advertiser for the purpose of The Advertiser viewing the statistics of their account, showing the number of impressions served to date on their banner.

The Advertiser agrees to supply an ad banner(s), and information of where to link the banner to. The Advertiser shall forward a signed contract and payment in advance of advertising. Advertising may be in monthly increments only.

The advertiser agrees to hold harmless Greatamericanhomeplans.com for content of their advertising.

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PARTIES: Pursuant to this binding agreement **Greatamericanhomeplans.com**, PO Box 15124, Santa Rosa, CA 95402, and **Advertiser**, also known as \_\_\_\_\_ of \_\_\_\_\_, Advertiser shall pay to greatamericanhomeplans.com \$ \_\_\_\_\_ and Greatamericanhomeplans.com shall reserve \_\_\_\_\_ guaranteed months of Advertising Space on the Greatamericanhomeplans.com Web Server.

## DEFINITIONS:

"Advertising Space" means one Advertisement, stored on the Greatamericanhomeplans.com Web Server, with a defined Start Date.

"Advertisement" means the graphic file(s) supplied by an Advertiser which can be selected by a user as a Link.

"Link" means a request for information from a server other than the Greatamericanhomeplans.com's Web Servers located at Greatamericanhomeplans.com.

"Slot" means an HTML page which may include a greatamericanhomeplans.com Advertising Space and the Sponsor's Advertisement.

"Impression" means each occurrence of an advertiser's banner being shown on the site.

"Greatamericanhomeplans.com Web Server" means a server computer of Greatamericanhomeplans.com that users may access via the Internet.

**PAYMENT:** Greatamericanhomeplans.com reserves the right to hold Advertiser and its authorized advertising agent jointly and severally liable for any and all amounts owed.

**RIGHT TO REFUSE UNACCEPTABLE ADVERTISING:**

Greatamericanhomeplans.com reserves the right to refuse any advertisement sponsorship banner that does not completely conform to every detail, instruction, method, and guideline set in the Technical Specifications and other information provided which can be found on the Greatamericanhomeplans.com's Web Site. Greatamericanhomeplans.com reserves the right to refuse any advertisement graphic that does not arrive seven days before the Advertiser would like the banner to be produced online. Greatamericanhomeplans.com does not accept advertising from companies that produce or provide tobacco, alcohol, or pornographic products or services (which Greatamericanhomeplans.com shall have complete discretion to define), or their subsidiaries, or foundations funded by such companies whose function is to improve acceptance of such products by the public. This Agreement is voidable by Greatamericanhomeplans.com immediately if Advertiser fails to disclose (or conceals or misrepresents) any involvement with tobacco, alcohol, or pornographic products or services. In addition, greatamericanhomeplans.com may in its complete discretion refuse the use of any other advertising that it deems appropriate.

**USAGE STATISTICS:** greatamericanhomeplans.com MAKES NO GUARANTEE TO ANY PUBLISHED NUMBERS AT ANY GIVEN TIME. Greatamericanhomeplans.com SHALL NOT BE HELD LIABLE FOR ANY CLAIMS AS THEY RELATE TO SAID USAGE STATISTICS. Greatamericanhomeplans.com IS NOT REQUIRED TO PROVIDE ADVERTISERS WITH USAGE STATISTICS.

**TRUTH IN ADVERTISING / INDEMNIFICATION FOR LIABILITY:** Advertiser is solely responsible for any legal liability arising out of or relating to (1) the Advertisement, and/or (2) any material to which users can link through the Advertisement. Advertiser represents and warrants that the Advertisement and Link comply with Greatamericanhomeplans.com's advertising standards; and that it holds the necessary rights to permit the use of the Advertisement and Link by mrblunt.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 antidiscrimination law or

regulation, or any other right of any person or entity. Advertiser agrees to indemnify Greatamericanhomeplans.com and to hold mrblunt.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 mrblunt.com, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties. Advertiser agrees to request that Greatamericanhomeplans.com be listed as an additional insured on any policy issued to Advertiser pursuant to which there could be coverage for any of the forms of legal liability described in this paragraph.

LIMITATION ON DAMAGES: IN NO EVENT WILL Greatamericanhomeplans.com BE LIABLE TO SPONSOR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT Greatamericanhomeplans.com HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

ASSIGNMENT: Advertiser may not assign this agreement, in whole or in part, without Greatamericanhomeplans.com written consent. Any attempt to assign this Agreement without such consent will be null and void.

GOVERNING LAW: This Agreement will be governed by and construed in accordance with the laws of the State of California.

ENTIRE AGREEMENT: This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties 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 will be governed by Greatamericanhomeplan.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.

\_\_\_\_\_  
Authorized Advertiser Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
greatamericanhomeplans.com Representative

\_\_\_\_\_  
Date

**Greatamericanhomeplans.com BANNER ADVERTISING ORDER FORM**

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

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

\_\_\_\_\_

City, State: \_\_\_\_\_

Zip Code, Country: \_\_\_\_\_

Advertising Contact Name: \_\_\_\_\_

Advertising Contact Phone Number: \_\_\_\_\_

Advertising Contact Fax Number: \_\_\_\_\_

Advertising Contact Email: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_

Billing Contact Phone Number: \_\_\_\_\_

Billing Contact Fax Number: \_\_\_\_\_

Billing Contact Email: \_\_\_\_\_

Size of Advertisement:

Cost per month:

# of Months: \_\_\_\_\_

URL to Link to: \_\_\_\_\_

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

Alt Image Text: \_\_\_\_\_

Password: \_\_\_\_\_

Please email all advertising graphics to: [advertising@greatamericanhomeplans.com](mailto:advertising@greatamericanhomeplans.com) Upon completion of this Agreement and Advertising Order, please sign and mail to

- [Greatamericanhomeplans.com](http://Greatamericanhomeplans.com)
- PO Box 15124
- Santa Rosa, California 95402

If you have any questions, please contact us by email at [advertising@greatamericanhomeplans.com](mailto:advertising@greatamericanhomeplans.com)

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