

5 Fold Media, llc Advertising Agreement

Name _____ Phone _____ Email _____

Advertising Plan:

Total Cost: _____

- E-blast Network: over _____ potential viewers, including email/social media.

- 1 page view limit (5 Fold Media does not edit advertisements).

- E-blast total: _____ Requested Dates: _____

Any reference to "Owner" is referring to the signature on this agreement. Any reference to "Advertiser" is referring to 5 Fold Media LLC, in the state of New York at mailing address listed. Any reference to "ad" or "Advertisement" is in reference to owner submitted information for e-blast. This is a legal agreement and is binding upon their heirs, executors, administrators, and assigns. The laws of the State of New York shall govern this agreement, and its courts shall be the venue for any litigation. Owner gives Advertiser permission to adapt and advertise to the world, this includes permission to advertise through any venue or channel deemed necessary by Advertiser. Advertiser reserves the right to deny or assign an alternate imprint to ads that contain offensive material, graphic sexual or violent content, profanity, or libelous statements. We do not advertise hate and negative speech, politics, New Age philosophies, or alternative sexual lifestyles. This includes any content that infringes on copyright laws. Owner guarantees that no part of the ad represents a real event or person in a way that could be libelous or illegal. Advertiser assumes no responsibility for the content of the ad. Advertiser has the right to maintain a traditional Christian belief and practice while advertising. If Advertiser discovers any content that is questionable or unethical, Advertiser reserves the right to cancel the advertising agreement at which Advertiser will refund any unused funds from Owner's payments. Additional fees may apply. If the ad is not submitted in compliance with the guidelines, it may delay ad date or create additional cost. Owner warrants they have full rights to the material provided in the ad and has secured full permission in writing to use any third party material included in the ad. Under no circumstances shall the Advertiser be liable for any damages or legal fees resulting from any unauthorized use or advertisement of copyrighted material. Owner agrees to take full responsibility of the content of the ad. The Owner is responsible for fees and other charges for the use of copyrighted materials. Owner must use scripture versions/translations that give free permission to use. Owner is responsible for securing written permission from any person or organizations identified in the ad either by written descriptions, full names, or pictures of the person. If the person identified is under the age of 18 or living with a guardian, parent/guardian must give written permission for the minor to be identified in the ad. Advertiser reserves the right to determine the manner, style, formatting, fonts, and typesetting. Advertiser does not guarantee to perform any special or unique text formatting requests by the Owner. Owner acknowledges that Advertiser may have to alter or change some formatting or typesetting of the ad. Owner understands that colors and images viewed on a computer monitor may not be the exact color others may view on their monitors or on the final ad. Advertising through this venue does not guarantee success. Under no circumstances will Advertiser refund, reimburse, credit ads that have been altered in the e-blast process. Advertiser will make every effort to e-blast ad on desired date. Owner understands that there are circumstances and events relating to advertising that may cause delays that are out of the advertiser's control. Advertiser and Owner will attempt to resolve all misunderstandings together first, then through a Christian mediator appointed by Advertiser in the State of New York. Advertiser will return all hardcopy photographs, disk, or artwork submitted for ad for an additional charge. Advertiser is not responsible for any damage or loss to returned items. Advertiser reserves the right to cancel this agreement for any reason. In the event one or more of the provisions of this agreement is deemed to be invalid, illegal, or unenforceable in any respect under application law, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired. This agreement shall not be modified, amended, or extended unless signed by both parties. This agreement contains the entire agreement between Advertiser and Owner. This agreement supersedes all prior agreements between parties. Owner warrants that the ad has not previously been copyrighted or trademarked, that they are original except for excerpts from other works for which permission to use has been secured from the copyright owners thereof; that they contain no matter which is libelous, unlawful or which infringes upon anyone's proprietary rights, including, but not limited to statutory or common law copyright; that they do not violate any right of privacy or publicity; that any formula or instruction contained in the ad is not injurious to the user; that the Owner is the sole Owner of the ad and the owner of the rights granted to the Advertiser. In the event of any claim, action or proceeding based upon an alleged violation of any of these warranties: (i) Advertiser shall have the right to defend the same through counsel of its own choosing; (ii) no settlement shall be effected without the prior written consent of the Advertiser, which consent shall not unreasonably be withheld; (iii) Advertiser shall have the right to seek payments of reasonable amounts from the Owner under this Agreement or any other agreement with Advertiser until resolution of any claim, action or proceeding; (iv) Advertiser shall have the right to extend the Owner's representations and warranties herein to third parties, and the Owner shall be liable thereon to same extent as if such representations and warranties were originally made to such third parties; and (v) Owner will hold the Advertiser, and their affiliates/third parties harmless against any damages, legal fees and other expenses. These warranties/indemnities shall survive the termination of this Agreement. Nothing contained in this Agreement shall constitute a partnership or employer/employee relationship between or joint venture between parties. Neither party shall hold itself out contrary to the terms of this clause, and neither party shall become liable for any obligation, act or omission of the other party contrary to the provisions. By signing this form below, Owner has read and agrees to this agreement. If more than one Owner applies to ad, both must read, print/sign & date agreement. Payment must be received and cleared before work begins.

Owner Signature (typing name acts as signature)

Date

Please sign the agreement, answer the questions on page 2, and return one of the following ways:

Fax: 888-289-5755 Email: publisher@5foldmedia.com

Mail: 5 Fold Media, 5701 East Circle Dr. #338, Cicero, NY 13039

Include payment made out to: "5 Fold Media" Place "Advertising" in memo line.

Email pictures, graphics, or ad info to: publisher@5foldmedia.com.

Once complete, we will issue you via email a receipt and sample for approval.

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PROCEED TO QUESTIONNAIRE: PAGE 2

Advertisement Questionnaire

. What contact information would you like us to post? (check all that apply)

Name

Address

Website

Email

Phone

Other:

. What will you be sending us? (check all that apply)

Picture(s)

Logo or Graphic Images(s)

Press Release

Text information/ links

Other:

*Note: Please send ALL in one email. 5 Fold Media is not responsible to piece together information from multiple emails for your advertisement.

. What is your method of payment? (check one)

Paypal

Online webstore order (debit or credit card)

Check by mail