

ENHANCED LISTING ADVERTISING AGREEMENT

This ADVERTISING AGREEMENT is made between the "Advertiser" (identified by "Name" in the "Enhanced Listing Application") and the "Webmaster" (DallasFortWorthPianoLessons.com). By advertising with Webmaster, Advertiser agrees to the following:

ADVERTISING. Webmaster shall provide Advertiser with the following:

- One to three web pages which include the Advertiser's general location, phone number, E-mail address, fees and payment policies, lesson calendar, link to personal website (if applicable), biographical information (up to 1000 words), studio policy (up to 1500 words), teaching philosophy (up to 1000 words), up to 5 Pictures (up to 2 MB total), recordings (up to 2 MB), recommendations from parents and students.
- General location identified with a unique Icon on all appropriate maps located within the "secondary pages" (for example – the webpage displaying teachers in the Plano area will list all teachers that fall within that area and a unique icon for Enhanced Listings). These Icons will contain a link to Advertiser's Main Web Page containing the details described above.
- Up to five additional external links per web page.
- Webmaster makes no guarantees concerning the search engine placement of DallasFortWorthPianoLessons.com.
- Advertiser affirms that he/she is the copyright owner of all submitted materials and further accepts all responsibilities from any and all third-party claims, liabilities, damages, and expenses, including legal fees and expenses, as a result submitting any materials that violate applicable copyright laws.
- All content is subject to Webmaster's approval. Webmaster reserves the right to reject or modify any advertising content.

APPLICATION AND PAYMENT.

- Advertiser agrees to pay Webmaster by personal check or cashier's check before the advertising period begins according to the following rates and schedule described below.
- New Enhanced Listing Advertisers must pay the first year's listing fee of \$35.
- The Enhanced Listing fee (\$35) is paid annually (in US dollars) by personal check or cashier's check.
- After Advertiser's online application has been accepted, Webmaster will send Advertiser the mailing address to which the fees and signed agreement must be mailed.
- Once Webmaster has received Advertiser's materials and payment, Webmaster will post the materials on DallasFortWorthPianoLessons.com within 10 Business Days. Advertiser then has 10 Business Days to request changes. After those 10 Business Days have passed, Advertiser can request additional changes once every six months. If yet more changes are requested, Webmaster cannot guarantee that additional changes/updates will be possible without paying an additional update fee of \$10-40 (depending upon the nature and extent of the requested change).
- After the Enhanced Listing has been added, Advertiser will be assigned an annually recurring due date for the annual fee.
- If the annual fee has not been received within 15 days after this due date, the Enhanced Listing will be removed from DallasFortWorthPianoLessons.com, and Advertiser will have to pay the setup fee again in order to resume the listing.
- Fees are not refundable.
- Returned checks will result in an additional charge of \$25 AND future payments must be paid by cashier's check.
- Webmaster reserves the right to adjust advertising rates. New rates apply to all advertising regardless of previous contract. Webmaster would provide Advertiser with a 30 day written notice of rate changes. The new rate would not take effect until the next due date (as long as the due date does not occur within 30 days of the written notification of the rate change).

INDEMNITY. Advertiser shall at all times defend, indemnify and hold Webmaster harmless from and against any and all third-party claims, liabilities, damages, and expenses, including legal fees and expenses, arising out of or related to the content of Advertiser's advertisements served by Webmaster and/or any materials to which users can link through those advertisements.

LIMITATION OF LIABILITY. Under no circumstances shall Webmaster be liable to Advertiser or any third party for indirect, incidental, consequential, special or exemplary damages arising from this advertising agreement such as, but not limited to, loss of revenue or business (past, present, or future) or costs of liabilities arising from any source. Advertiser assumes liability for all content provided to Webmaster and also assume responsibility for any claims arising thereof made against the Webmaster. The Webmaster's liability for any error will not exceed the cost (prorated if the advertising period has begun) of the advertisement.

By signing below Advertiser acknowledges that he/she has read and agreed to the above policies:

Signature: _____ date: _____