

MUSIC SCHOOL ADVERTISING AGREEMENT

This ADVERTISING AGREEMENT is made between the "Advertiser" (identified by "Name" in the "Music School Advertising 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 five web pages which include the Advertiser's address, phone number (or numbers), E-mail address (or addresses), fees and payment policies, lesson calendar, link to school website (if applicable), additional information (up to 1000 words), detailed policies (up to 1500 words), school's teaching philosophy (up to 1000 words), up to 20 Pictures (up to 10 MB total), recordings (up to 10 MB), recommendations from parents and students.
- 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 music schools). 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 check or cashier's check before the advertising period begins according to the following rates and schedule described below:
 - 3 Months: \$30
 - 6 Months: \$50
 - 1 Year: \$95
- Once Webmaster has received Advertiser's information 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 three months (for listings lasting longer than three 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).
- Additionally, once Webmaster has received Advertiser's information and payment, Advertiser will be assigned a recurring due date for continuation of advertisement. If applicable fees have not been received within 30 days after this due date, all of the Advertiser's materials will be removed from DallasFortWorthPianoLessons.com.
- 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 agrees to the above policies:

Signature: _____ date: _____