

Travel Guide, LLC
Advertising Agreement
TERMS AND CONDITIONS

1. The term "Publisher" (as used in this Agreement) shall refer to Travel Guide, LLC, dba Travel Media Group, HotelCoupons.com, Roomsaver, Travel Coupon Guide, Florida Travel Saver, and/or Exit Information Guide.
2. The term "Customer" (as used in this Agreement) shall refer to the representative/individual/corporate entity authorizing and executing the Agreement.
3. Publisher shall prepare advertising for the Customer to be inserted into one or more of the Publisher's printed and/or digital "Guides." These Guides may be in the form of printed publications, Websites, mobile-accessible Websites, or mobile smartphone applications (apps) or other products developed by the Publisher as further agreed in this Agreement.
4. Publisher shall then distribute such advertising Guides in locations and allotments and in manners at its sole discretion.
5. Publisher shall be able to use any and all advertising material, photos, copy and endorsements provided by Customer, or its agents or representatives, for Publisher's self promotion in any advertising medium, including the Internet. Advertisements are accepted upon the warranty and representation that Customer and its agency, if any, have the right to print or publish the contents thereof and that the advertisements comply with all applicable laws. In consideration of such publication, Customer and its agency, if any, agree to defend, indemnify, and hold harmless Publisher from any and all claims, demands, liability, suits, costs or expense, arising by reason of publication of any advertisement or breach of the foregoing warranty and representation, whether such claims are well founded or not.
6. During the term hereof, Customer shall NOT place an advertisement in any other discount publication, discount travel publication or any other discount advertising medium whatsoever, which such ad offers to the consumer a lesser price or greater value than the advertisement placed with Publisher.
7. All contents of advertisements are subject to Publisher's approval. Publisher reserves the right in its sole discretion to reject or cancel any advertisement, insertion order, space reservation, or position commitment at any time.
8. Positioning of advertisements is at the sole discretion of Publisher.
9. Customer shall return proofs and the Ad Revision Form within the time period as required on the Ad Revision Form; otherwise, coupon expiration dates will be changed to coincide with the next publication period. Coupon rates will remain the same unless otherwise specified by Customer within the established time period. (Publisher requires that all coupons are applicable for consumer use and will be honored during the full distribution period for each publication). Proofs will be sent, if checked, as required on the Ad Revision Form. Customer may change the text of an advertisement at no cost one time per issue.
10. Publisher has the option but not the duty to cancel this Agreement upon written request from Customer or upon Customer's breach of any term or condition of this Agreement, including Customer's failure to pay all amounts when due hereunder. In such case, a cancellation fee totaling 15% of the total Agreement value will apply. All parties agree that such fee is not a penalty but rather liquidated damages.
11. Publisher warrants that its duties under this Agreement will be performed by qualified personnel in a professional manner. PUBLISHER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties agree that Customer's sole and exclusive remedy for any breach of this Advertising Agreement by Publisher shall be for damages not exceeding the amount paid to Publisher by Customer as otherwise set forth herein. Customer shall not be entitled to incidental or consequential damages or for lost profits.
12. Publisher shall have the right to hold Customer and/or its advertising agency jointly and severally liable for such monies as are due and payable to Publisher for advertising which Customer or its agency ordered and which advertising was printed or published, including publishing on the Internet and on social media websites if applicable. All payments are to be made in U.S. dollars and are generally due within thirty (30) days of invoice date (unless Customer has had previous payment delinquencies in which case prepayment may be required) and a service charge or 1.5% (18% per year) or the maximum rate allowed by law will be applied to all past due balances.
13. Should Customer transfer ownership of its business during the term of this Agreement, the original Customer shall remain liable for all terms, conditions and obligations (including payment of the sums due and to become due here under) required to be performed by Customer.
14. This agreement shall be construed according to the laws of the State of Virginia and the exclusive venue and all actions concerning the terms of this Agreement or the relationship between the parties shall be in a Court of competent jurisdiction in Norfolk, Virginia. In the event of default by Customer, Customer shall pay all costs, including reasonable attorney's fees and/or collection fees incurred by Publisher.
15. Publisher is not liable for delays in delivery in the event of any condition beyond the control of Publisher affecting production or delivery in any manner. Publisher shall have no liability for errors in map coordinates.
16. Time is of the essence of this Agreement.
17. If Customer should purchase an advertising upgrade for an existing Agreement then such Agreements will be considered to be two separate Agreements. The Customer will remain responsible for the monies owed on the original Agreement as well as any monies contractually agreed upon for the upgrade conditions.
18. By entering into this Agreement, Customer is creating an established business relationship with Publisher and hereby authorizes Publisher to contact Customer by mail, telephone, and facsimile and/or email as allowed by law.
19. In the event that Publisher should allow Customer to terminate this Agreement prior to its expiration, all advertising prior to termination shall be subject to short-rate charges based on the advertising rate card currently in effect.
20. Any Customer that does not comply with the full terms of this agreement will be subject to the Publisher's short rate charge.
21. Either party shall be excused from this Agreement in the event of fire, accidents, war, and/or acts of God.
22. Notices from either party to the other shall be sent certified mail or overnight delivery service, or shall be delivered personally. Notices shall become effective three (3) business days after documented receipt. Customer's address is that which is provided elsewhere in this Agreement. Publisher's address is 901 N. Lake Destiny Drive, Suite 375, Maitland, FL 32571. Either party may upon proper notice to the other party change its notice address.