

## **Ad Prices:** *Your Ad is posted 24 / 7*

### **First Navigation Level:**

Graphic Ads are placed ONLY on the PAGES that are receiving the highest visitations.

The **First Navigation Level** pages are the most visited pages of our website.

An example of a **First Navigation Level** page are Refrigerators, under our Appliance Topic, in our Kitchen Appliance section.

**\$500 / month**

**\$1,200 / quarterly; save 20%**

Jan-March; April –June; July–September; October-December. *Please specify quarter on contract.*

### **Second Navigation Level:**

Graphic Ads are placed on the PAGES that follow First Navigation Level pages.

The **Second Navigation Level** pages are the second most visited pages of our website.

An example of a **Second Navigation Level** page can be the third, fourth, or any additional page of a section.

**\$300 / month**

**\$720 / Quarterly; save 20%**

Jan-March; April –June; July–September; October-December. *Please specify quarter on contract.*

### **Basic Navigation Level:**

Graphic Ads are placed on the Pages that have a wide variation in popularity.

The popularity is not constant, thus listed as **Basic Navigation**.

An example of **Basic Navigation Level** pages are under Articles, News Flash stories or our Message Board.

**\$100 / month** – Basic level Ads are only available on a month-to-month contract.

### **Home Page Navigation Level:**

Graphic Ads are placed at the Lower page position only.

**\$2,500 / month** – Home Page Ads are only available on a month-to-month contract. Home Page ads need prior approval.

*Please send Home Page Ad requests to: [media@energyhotwire.com](mailto:media@energyhotwire.com), one of our representatives will contact you to discuss Home Page availability. Please refer to our Media Kit for more details.*

# Energy Hotwire Advertising Contract

Please refer to our Media Kit for more details.

**Advertiser or Company Name:**

**Street Address:**

**City:**

**State:**

**Zip:**

**Contact Name:**

**Telephone:**

**Contact E-mail:**

**Please Identify your Ad with a Title:**

**Select: Ad Size, Navigation Level, and Contract Time:**

(Choose one (1) from *EACH* column by **CIRCLING** your choice. -Thank you.)

Ad Size	Navigation Level	Contract Time
200 x 200 <i>pixels</i>	First Navigation Level	Month Program
728 x 90 <i>pixels</i>	Second Navigation Level	Quarterly Program <sup>^</sup>
160 x 600 <i>pixels</i>	Basic Navigation Level	-
-	Home Page Navigation Level	-
-	-	-

<sup>^</sup> Quarterly Contracts, select period you wish your ad to appear by checking your choice below:

\_\_\_ Jan - March \_\_\_ April - June \_\_\_ July - September \_\_\_ October - December

**Please calculate your total cost in the chart below. Use more than one line if you wish to run the SAME Ad at more than one Navigation Level and/or time periods:**

You must use a **separate contract** and chart for each *DIFFERENT* Designed Ad you wish to run.

Number of pages you want your Ad on:	Ad Cost as per month or quarter AND Level	How many Months or Quarters		Totals	Start and End Dates**
<i>Example: 3 (multiply)</i>	<i>\$300.00 (multiply)</i>	<i>2 months</i>	<i>=</i>	<i>\$1,800</i>	<i>01/01/09 - 02/28/09</i>
	\$		=	\$	
	\$		=	\$	
	\$		=	\$	
	\$		=	\$	
		<b>Grand Total</b>	<b>Is:</b>	\$	

\*\* Start Dates are usually on the first day of the month following receipt of a signed contract and payment. Ads will be posted for the first day of each month, unless otherwise specified.



# Web Site Advertising Agreement: Terms and Conditions

## 1. Advertising Service

B and B Ventures will display advertising banners on the web site, [www.energyhotwire.com](http://www.energyhotwire.com), 24 hours a day, 7 days a week for contracted period. The Advertisements will be linked to the Client's Home Page of client's web site as stated in the Contract.

Until this Agreement is terminated according to terms provided herein, the Advertisements will be displayed on the pages as per contracted Navigation Levels specified on the contract.

### Navigation Levels are determined as follows:

**First Navigation Level:** Graphic Ads are placed ONLY on the PAGES that are receiving the highest visitations. The **First Navigation Level** pages are the most visited pages of our website and are selected at the discretion of the B and B Ventures, Incorporated. An example of a **First Navigation Level** page are Refrigerators, under our Appliance Topic, in our Kitchen Appliance section. Cost are **\$500 / month or \$1,200 / quarterly**.

**Second Navigation Level:** Graphic Ads are placed on the PAGES that follow First Navigation Level pages. The **Second Navigation Level** pages are the second most visited pages of our website and are selected at the discretion of the B and B Ventures, Incorporated. An example of a **Second Navigation Level** page can be the third, fourth, or any additional page of a section. Cost are **\$300 / month or \$720 / quarterly**.

**Basic Navigation Level:** Graphic Ads are placed on the Pages that have a wide variation in popularity. The popularity is not constant, thus listed as **Basic Navigation** and are selected at the discretion of the B and B Ventures, Incorporated. An example of **Basic Navigation Level** pages are under Articles, News Flash stories or our Message Board. Cost are **\$100 / month**.

**Home Page Navigation Level:** Graphic Ads are placed at the Lower page position only. **\$2,500 / month** – Home Page Ads are only available on a month-to-month contract. Home Page ads need prior approval.

## 2. Acceptable Content

Advertisers are solely responsible for any information they include within their advertising on [www.energyhotwire.com](http://www.energyhotwire.com). B and B Ventures, Inc. reserves the right to remove any language deemed to be offensive, misleading, inaccurate or that in any way is not in the best interest of EnergyHotwire.com. B and B Ventures, Inc. reserves the right to make final determination of appropriate advertising. The only ads acceptable must be without any conflict of interest. Therefore, we don't accept any ads with any relationship to energy and environmental issues. We also do not accept any ads with any relationship to savings for either topic.

Client will be notified when contract is approved. If requested URL and/or Ad Space are not available, B and B Ventures, Inc. will recommend alternate dates. If client doesn't agree, client may wait until requests are available or cancel the contract through writing via e-mail for a full refund.

All Advertisements must conform to the standards promulgated by B and B Ventures, Inc. and available online at, [www.energyhotwire.com/contactus.html](http://www.energyhotwire.com/contactus.html). Any failure of an Advertisement or of the site linked to conform to these standards will constitute a breach of the Agreement. B and B Ventures reserves all rights to determine whether artwork or other content submitted for the Advertisements is acceptable for use on EnergyHotwire.com. B and B Ventures may, in its sole

discretion, refuse the use of any Advertisement.

### **3. Monitoring Responsibilities**

The Advertiser agrees to be responsible for reviewing their listing(s) at [www.energyhotwire.com](http://www.energyhotwire.com) on a regular basis. Any problems found by the Advertiser must be reported in a timely manner, in writing to: [media@energyhotwire.com](mailto:media@energyhotwire.com). If a problem is found to have occurred that caused the advertiser to not receive advertising services contracted for, reimbursement for the down-time loss, will be limited to the specific contract line item and for a maximum of one month prior to the discovery and notification to B and B Ventures, Inc.

### **4. Limitation of Liability**

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of the terms of the Agreement, whether in contract, tort, or otherwise, even if the other has been advised of the possibility of such loss or damages. Client will indemnify and hold B and B Ventures, Inc. harmless against any claims incurred by B and B Ventures, Inc. (EnergyHotwire.com), arising out of or in conjunction with the placement or display of any Advertisement or Client's breach of this Agreement, as well as all reasonable costs, expenses and attorney's fees incurred therein. B and B Ventures, Inc.'s total liability under this Agreement with respect to the Advertisements, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Client to B and B Ventures, Inc.

### **5. Contracts and Payment**

Client will compensate B and B ventures, Inc. for the Advertisements pursuant to the terms and times for payment set forth in the contract. B and B Ventures, Inc, reserves the right to seek recovery of any overdue amounts from either or both Client and any of its authorized advertising agents.

For all **advertising** on [www.energyhotwire.com](http://www.energyhotwire.com) a written contract and payment in full is required before an Ad is activated. Ad prices are included with contract and available 24/7 on our website. Prices are subject to change at the discretion of B and B Ventures, Inc., unless already under contract for approved prices.

Home Page Ad space is very limited and available only in a month-to-month contract. All Ads need approval from B and B Ventures, Inc.

### **6. Start and End Dates**

All ads start on the first day of the month of the Start Month and end on the last day of the month of the End Month, unless otherwise specified and approved by contract.

### **7. Graphic Ads Limitations**

The number of Graphic Ads on any one page is limited and subject to availability. Contact us prior to submitting your contract to ensure availability. Graphic Ads may be purchased for any period of time and must be renewed one (1) month prior to the End Date of the Contract or two (2) weeks prior to End Date of a one-month contract.

Graphic Ads may be purchased to show on multiple pages. You must use a **separate contract** and chart for each *DIFFERENT* Designed Ad you wish to run.

## **8. Specifications for Ads**

**Clickable Image Only:** Image size must be selected from our contract choices. Images may be in the following formats: .jpeg, .gif. Maximum file Size is 30K.

## **9. Termination**

Unless this Agreement is terminated as provided herein, this Agreement will extend for the period contracted. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach. B and B Ventures, Inc. reserves the right to terminate any Agreement and Contract when client is in breach of this contract and client has failed to correct causes of breach.

## **10. Relation of Parties**

The performance by B and B Ventures, Inc. of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between B and B Ventures, Inc. and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

## **11. Non-assignment**

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

## **12. Arbitration**

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of New York. The arbitration will be held in Nassau County, New York. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of the Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

## **13. Attorney's Fees**

If any litigation or arbitration is necessary to enforce the terms of the Agreement, the prevailing party will be entitled to reasonable attorney's fees and costs.

## **14. Severability**

After signing Agreement, Client is granted 36 hours, (3 days), to cancel contract without penalty or breach.

Please sign below to verify that you have read and agree to the **terms and conditions** for **advertising** in EnergyHotwire.com. Unsigned **Agreements** will not be accepted.

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Signature

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Date