

On-Line Residential Inc. Website Advertising Agreement (2010)

The contents of this Agreement are confidential and shall not be disclosed or used without the written consent of the On-Line Residential, Inc.

This Website Advertising Agreement (the "Agreement") is entered into as of _____, by and between **On-Line Residential, Inc.** (Hereinafter "OLR") and _____, (hereinafter "Client"), located at _____.

WHEREAS, the Client desires to advertise on the OLR.COM website through a graphic ad (the "Banner Ad"), in order to promote the Client's own Website (the "Client's Site"). The Client wishes to have the Banner Ad link from the OLR website to the Client Site according to the terms and conditions set forth in this agreement.

WHEREAS, OLR wishes to accept, for a fee, the Client's Banner Ad and provide the functionality described above according to the terms and conditions set forth in this agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties hereto agree as follows:

1. CONTENT & VISUALS

Client shall provide OLR all content and visual files for the Banner Ad as per the file specifications and dimensions prescribed: File type*.JPG, Dimension as follows (a) Leaderboard banner Ad 728px by 90px (b) Square Ad 180px by 150px (c) Button Ad 120px by 90px. If Client desires to modify the Banner Ad any additional deliverables or changes to the Banner Ad will be provided by Client at client's sole cost.

2. ADVERTISING COST

- (a) The cost for a Leaderboard Banner Ad is \$1,800.00; per 30 Days.
- (a) The cost for a Square Banner Ad is \$1,800.00; per 30 Days.
- (b) The cost for a Button Banner Ad is \$675.00; per 30 Days.
- (c) Client will Deposit with OLR (100%) the total Advertising Cost of the Ad for the Initial Term upon the execution of this agreement, check payable to On-Line Residential Inc.

3. TAXES

Unless otherwise prescribed by law or rules of other governmental agencies having jurisdiction all taxes and fees imposed, levied or assessed in connection with this Agreement or in connection with or on any payments made hereunder or other matters covered hereunder, shall be assumed, borne and paid by Client.

4. ADVERTISING TERM

The initial term of the Banner Ad shall be for 30 (Thirty) days, (hereinafter "Initial Term") the commencement date of which shall coincide with the date the Banner Ad is initially posted on OLR.COM which client has requested to be on (Date) _____.

5. ADVERTISING RENEWAL

Should client wish to renew or not to renew the Banner Ad after the Initial Term, Client shall notify OLR of its intention to renew or not to renew, no less than 3 (Three) days prior to the end of the Initial Term. Pricing for any renewal term will be at rates prescribed by OLR and may not be the same as the rates prescribed above. Client shall have the first right to Renew their Banner Ad as prescribed by the renewal requirements above.

6. IMPRESSIONS

OLR guarantees that Client's Banner Ad will receive no less than 25% of all impressions on the OLR.COM Website. Such minimum Impressions will be delivered according to the following allocation:

- (a) The impressions for a Leaderboard Banner Ad are no less than 25% of all impressions;
- (b) The impressions for a Square Banner Ad are 100% of all impressions.

(c) The impressions for a Button Banner Ad are no less than 25% of all impressions

7. INTELLECTUAL PROPERTY

The Client unconditionally guarantees that any elements of Text, Graphics, Photographs, Designs, Trademarks, or other Artwork furnished to OLR for inclusion in the OLR.COM Website or which may be on Client's Website are owned outright by or licensed unconditionally to Client. That Client will hold harmless, protect, indemnify and defend OLR under the provisions of this agreement, from any liability disclosed or other, from any suit, claim or judgment arising from the use of such elements.

8. AD CONTENT

Client's Banner Ad shall not distribute or allow to be linked to dynamically any Content that: (a) infringes on the Intellectual Property Rights of any third party or any rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) is obscene, child pornographic or indecent; or (e) contains any viruses, trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

9. EDITORIAL APPROVAL

OLR retains its rights to approve or disapprove the Banner Ad and its content for any infringement described above and/or for quality assurance purposes, at any time. Any design, modification or programming linked to the Banner Ad shall also require editorial approval relating to content, keyword, special offers, certification, deceptive products or accreditation missing, promoting illegal services and display or destination URL format errors, forbidden characters, gambling related content, incorrect format or other issues within the ad content not allowed. Furthermore, the ad shall not link to the URL of any OLR product competitor or like in kind service provider.

10. NO LIABILITY

OLR assumes no liability for the information contained on the Banner Ad or Clients Website. OLR assumes no liability for any misrepresentations, inaccuracies or omissions of information contained within the Banner Ad, Clients Website forwarded to or seen by the Client or visitors of the Client Website.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written.

PROVIDER:

CLIENT:

By: _____
Jonathan Greenspan
President
On-Line Residential

By: _____
Print Name:
Title:
Company:

Date: _____

Date: _____