

ADVERTISING AGREEMENT

Advertiser shall pay to Eck's Saloon an advance payment for _____ months advertising of \$ _____

Advertiser shall pay to Eck's Saloon payment for one month advertising of \$ _____

PAYMENT:

Eckssaloon.com reserves the right to hold Advertiser and its authorized advertising agent jointly and severally liable for any and all amounts owed.

RIGHT TO REFUSE UNACCEPTABLE ADVERTISING:

Eckssaloon.com reserves the right to refuse any advertisement sponsorship banner that does not completely conform to the design of our templates. Eckssaloon.com reserves the right to refuse any advertisement graphic that does not arrive seven days before the Advertiser would like the banner to be produced online. Eckssaloon.com reserves the right to refuse pornographic products or services (which Eckssaloon.com shall have complete discretion to define). This Agreement is voidable by Eckssaloon.com immediately if Advertiser fails to disclose (or conceals or misrepresents) any involvement in pornographic products or services. In addition, Eckssaloon.com may in its complete discretion refuse the use of any other advertising that it deems to be inappropriate.

USAGE STATISTICS:

ECKSSALOON.COM MAKES NO GUARANTEE OF ANY LEVEL OF TRAFFIC AT ANY GIVEN TIME. ECKSSALOON.COM SHALL NOT BE HELD LIABLE FOR ANY CLAIMS AS THEY RELATE TO PUBLISHED OR UNPUBLISHED USAGE STATISTICS. ECKSSALOON.COM IS NOT REQUIRED TO PROVIDE ADVERTISERS WITH USAGE STATISTICS.

TRUTH IN ADVERTISING / INDEMNIFICATION FOR LIABILITY:

Advertiser is solely responsible for any legal liability arising out of or relating to (1) the Advertisement, and/or (2) any material to which users can link through the Advertisement. Advertiser represents and warrants that the Advertisement and Link comply with Eckssaloon.com advertising standards; and that it holds the necessary rights to permit the use of the Advertisement and Link by Eckssaloon.com for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify Eckssaloon.com and to hold Eckssaloon.com harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by Eckssaloon.com, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties. Advertiser agrees to request that Eckssaloon.com be listed

as an additional insured on any policy issued to Advertiser pursuant to which there could be coverage for any of the forms of legal liability described in this paragraph.

LIMITATION ON DAMAGES:

IN NO EVENT WILL ECKSSALOON.COM BE LIABLE TO SPONSOR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT ECKSSALOON.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

ASSIGNMENT:

Advertiser may not assign this agreement, in whole or in part, without Eckssaloon.com's written consent. Any attempt to assign this Agreement without such consent will be null and void.

GOVERNING LAW:

This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

ENTIRE AGREEMENT:

This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, provided that all pricing will be governed by Eckssaloon.com's Pricing Information, whether printed on paper or electronically. The terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

If your business does not already have an advertising banner, we will be glad to put you in touch with our webmasters who can discuss pricing of designing your own custom ad.

Mike Bruno – Owner of Eck's Saloon and Eckssaloon.com

Date

Authorized Advertiser Representative

Date

ECKSSALOON.COM ADVERTISING ORDER INSERTION FORM

Company Name: _____

Billing Address: _____

City, State: _____

Zip Code, Country: _____

Advertising Contact Name: _____

Advertising Contact Phone Number: _____

Advertising Contact Fax Number: _____

Advertising Contact Email: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

Billing Contact Fax Number: _____

Billing Contact Email: _____

Number of Months (1, 3, 6, 9, 12): _____

Start Date: _____

URL to Link to: _____

Please email all advertising graphics to bruno@eckssaloon.com. Please see the [Banner Ad Information Page](#) for advertising graphics information.

Upon completion of this Agreement and Insertion Order, please sign and fax to (303) 989-2992. If you have any questions, please contact us by email at bruno@eckssaloon.com or by phone at (303) 989-2991.