

TERMS & POLICY AGREEMENT FOR PRINT AND INTERNET ADVERTISING SERVICES

In consideration of the terms and covenants of this agreement, and other valuable consideration, ALL parties agree as follows:

RECITALS

- A. Focus Magazine owns and operates an Internet Site located at www.focusofswfl.com (the "Advertising Site") which Advertising Site contains graphical and text-based descriptions of advertised sites along with a hypertext link to the advertised site. When the hypertext link is selected by the party accessing the site ("User"), the User is transported to the URL for the advertised site.
- B. The undersigned ("Advertiser") agrees to advertise in Focus Magazine of SWFL, published in JANUARY, MARCH, MAY, JULY, SEPTEMBER, and NOVEMBER of each year.
- C. The Customer owns and operates an Internet Site located at _____ (the "Advertised Site") and the current subject matter of the content of the Advertised Site is described as follows:

1. ADVERTISING MATERIALS

- a. The Customer agrees to submit to the Advertising Service Provider, on or before the 5th day after acceptance of this Agreement, advertising materials to be used by Focus Magazine which shall meet its Uniform Advertising Specifications set forth and described in Exhibit "A" attached hereto.
- b. Focus Magazine has the right and option to approve, in its absolute discretion, the content of any advertising material that the Customer submits if Focus Magazine finds that it does not meet its Uniform Advertising Specification, if it is objectionable to Focus Magazine in any way, if it contains false or misleading information, if it contains any illegal information, if it contains any vulgar or pornographic items, or for any other reason, in Focus Magazine sole discretion. If Focus Magazine rejects any advertng material that the Customer submitted, Focus Magazine will notify the Customer. Even after Focus Magazine accepts the advertising, Focus Magazine has the right to remove it if it does not function correctly or for any of the reasons described above. Focus Magazine placing the advertising on its page does not signify its approval or waiver of the right to object to it in the future.
- c. Focus Magazine has the right to terminate this Agreement if Focus Magazine remove or fail to approve any materials that the Customer submits in which case any prepaid advertising fee shall be returned to Customer. The Customer will not have any damages or other remedies, in law or in equity against Focus Magazine for failing to place or removing any advertising except for the return of any unused prepaid advertising fees.
- d. The Customer may periodically make changes to its advertising material which Focus Magazine must also approve. Focus Magazine will charge a fee at its standard fee schedule rate for making changes to the Customer advertising materials on the Advertising Service Provider's site. The Customer will provide Focus Magazine with all changed materials that Customer desires to integrate. Focus Magazine will use its reasonable efforts to make the changes that Customer submits within 10 days after Focus Magazine approve the same.

- e. Focus Magazine agrees to provide the advertising formats as described in Exhibit "B" hereto at the pricing rates described in that same Exhibit "B"

2. SERVICES TO BE PROVIDED

- a. Focus Magazine does not guarantee any given amount of Impressions to Customer's page as a result of its advertising services unless a separate Impression Guarantee Addendum has been executed by both parties hereto.
- b. Focus Magazine will use its reasonable efforts to make its Advertising Site available for display through the World Wide Web. Focus Magazine is not responsible for periodic downtime for maintenance, backup, acts of God, and other circumstances beyond its control or which are a normal part of the Internet business.
- c. Focus Magazine shall be responsible for tracking Impressions to the Customer site through the advertisements that are included on its site. Focus Magazine will report this information via Email on a monthly basis. The Customer will agree to treat this information as confidential. The Customer may use it for its internal business and marketing planning, but may not disclose it to third parties without an advanced written consent.

3. PLACEMENT OF THE ADVERTISING

Focus Magazine reserves onto its own discretion all decisions and matters concerning placement of Customer's advertisement on pages of Focus Magazine and Site, software solutions, hardware configurations and selection, system components, categories of advertising, search engine results and search parameters and other operational and administrative matters pertaining to the construction and operation of Focus Magazine Site.

4. COMPENSATION

In consideration of its advertising services, the Customer agrees to pay the advertising fees set forth on the fee schedule attached hereto as Exhibit "C." The Customer will also pay any sales and other taxes based upon the fees set forth therein. Advertising fees will be paid monthly, in advance, on or before the first day of every month during the term hereof. Focus Magazine charge interest and service charges on monthly accounts that are delinquent at the maximum rates allowable by law. The Customer will be responsible for all collection costs and attorney fees if it is necessary to pursue collection efforts to collect on an account. Focus Magazine reserves the right to suspend advertising services until Customer's account is brought current as Focus Magazine as the right to terminate this Agreement if any advertising fee is delinquent.

5. PROPRIETARY RIGHTS

Focus Magazine will retain all proprietary rights in and to its respective sites and other proprietary materials such as copyrights, trademarks, trade secrets, patents and confidential information. Focus Magazine do not grant the other any rights in and to such proprietary material except that the Customer hereby grants Focus Magazine a non-exclusive license to use the advertising material provided, including its trademarks and copyrights, and the right to hyperlink to Customer's site from its site during the term of this Agreement. Upon termination of this Agreement, Focus Magazine agrees to remove the hyperlink and the advertising materials provided from its site within a reasonable time.

6. REPRESENTATIONS AND WARRANTIES

- a. The Customer represents and warrants that the advertising provided is not false and misleading, does not contain any untrue, defamatory, harmful, abusive, vulgar or obscene materials, is in compliance with all applicable laws, does not infringe upon the rights of any other party, including but not limited to copyrights, trademarks, privacy rights, moral rights, trade secrets, patents and any other rights. The Customer also warrants and represents that it has the unrestricted and exclusive right to use all such materials.
- b. Focus Magazine makes no warranties that the advertising contained in Focus Magazine or its Web Site will be free from errors or defects or that the use of the hypertext link or access to its site will be uninterrupted. FOCUS MAGAZINE SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ON THE RIGHTS OF THIRD PARTIES. IN NO EVENT SHALL FOCUS MAGAZINE BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SALES OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS' FEES), EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

7. INDEMNIFICATION

The Customer will indemnify and hold Focus Magazine harmless from and against any claims, suits, threats, demands, settlements, actions, causes of action, liabilities, obligations and all other matters, including but not limited to court costs, attorney fees, witness fees, settlement fees, and all other direct and indirect expenses and losses that may occur arising from the breach of any of the representations and warranties that the Customer has made to Focus Magazine and otherwise arising directly or indirectly from the placement of its advertising materials in Focus Magazine or its Web Site.

8. FORCE MAJEURE

Focus Magazine will not be responsible for any failure or delay in performance hereunder that is directly or indirectly related to acts of God, storm, natural disaster, act of terrorism, utility outages or interruptions, system transmission failure, server failure, strike, lockout, or any other situation which is beyond its control.

9. TERMINATION

The Customer may terminate this Agreement, with or without cause, by giving 30 days advance notice of its intent to terminate. Focus Magazine reserves the right to terminate this Agreement for any reason, with or without cause, upon 30 days written notice to Customer.

10. ENTIRE AGREEMENT

This Agreement and the Exhibits hereto constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. It supersedes and replaces all previous discussions, negotiations, and understandings between the parties. This Agreement may only be amended by a written amendment signed by authorized representative of both of the companies.

11. ASSIGNMENT

The Customer is not permitted to assign its rights or responsibilities hereunder. If any dispute or lawsuit between the parties arises relative to this Agreement, the prevailing party will be entitled to an award of reasonable attorney fees and costs.

12. NOTICES

All notices called for herein shall be to the parties at the addresses contained in this Agreement and shall be by certified mail, return receipt requested or by reputable national overnight delivery service, such as Federal Express.

13. GOVERNING LAW

This Agreement shall be interpreted under the laws of the State of Florida. Any and all legal actions relative hereto shall be in the courts selected by Focus Magazine.

Advertiser acknowledges receipt of and agrees to comply with all policies and requirements set forth in Focus Magazine Advertising Policy and Rate sheet. Advertiser agrees that the publishers have the right to reject advertising:

1. If the editors determine that the advertising is inconsistent with their understanding of the community's objectives, values or image or the aesthetic standards of FOCUS Magazine.
2. If advertiser fails to meet deadlines for space reservation, ad revisions, new advertising or ad approvals (see box above).
3. For any other reason or for no reason.

Advertising space is sold on a "first-come first-serve" basis. Publisher reserves the right to defer ad to future issue if deadlines are not met. Further, FOCUS Magazine reserves the right to delay, suspend or terminate publication at any time. Advertiser releases Focus Magazine from any and all loss, liability or expense occasioned by Advertiser by reason of a) any failure to publish advertising pursuant to this Contract or b) failure to return ad media (original art work, disks, film). In such event the advertising is not affected, the Advertising Charge (or the prorated portion thereof) will be refunded to Advertiser.

IN WITNESS WHEREOF, the parties have executed this Agreement as per Advertising Contract of the date first written.