



Site Advertising Application

Step 1: Advertiser/Agency Information

Company Name _____

Address: _____

City _____ State _____ Zip Code _____

Telephone (____) _____ Fax (____) _____

Step 2: Contact Information

Contact Name _____ Title: _____

Telephone (____) _____ E-Mail _____

Step 3: If Current Network Member, Choose Network:

CollegeGear.com GiveMeKisses.com HighSchoolGear.com

MelroseAlley.com OLStores.com

Store Name _____ Store ID# _____

Step 4: Choose Position/Duration (Full months only)

	Requested Start	Requested End
<input type="checkbox"/> Featured Products	____/____	____/____
<input type="checkbox"/> Right Bar Ad	____/____	____/____
<input type="checkbox"/> Left Bar Ad	____/____	____/____
<input type="checkbox"/> Hot Products	____/____	____/____
<input type="checkbox"/> In Store Ad	____/____	____/____
<input type="checkbox"/> Checkout	____/____	____/____

Step 5: Sign and Fax this form to Feel Good Networks: 636.444.4322

Please send fax me an Insertion Order based on the info provided.

Advertiser/Agency Authorized Signature

Print Name/Title

Date

Step 6: Feel Good Networks will fax you an insertion order to approve.

Any questions, please call 206.547.2211 or email to ads@FeelGoodNetworks.com.



ADVERTISING TERMS & CONDITIONS

- 1. General.** A signed contract must be submitted to Feel Good Networks ("FGN") five days in advance of initial publication date. By submitting advertising for inclusion on any FGN site or service, advertiser/agency agrees to be bound by the terms of this contract. No conditions other than those set forth herein shall be binding on FGN unless specifically agreed to in writing by FGN. FGN will not be bound by conditions printed or appearing on order blanks or copy instructions submitted by or on behalf of the advertiser/agency. This contract supersedes all terms and conditions on FGN rate cards, and any previous agreements between FGN and advertiser/agency relating to the subject matter set forth herein. FGNs' only obligation to serve advertisements hereunder shall be to serve advertisements of the advertiser described herein, and in no event shall FGN be obligated to serve advertisements for any other advertiser.
- 2. Changes and Cancellations.** All advertiser/agency provided artwork must be received at least five days in advance of publication date. Cancellations or copy changes will not be accepted after the published closing date of the update to the FGN site or service on which the advertising is to run. Changes to artwork or text must be received by FGN at least five days in advance of requested change date. FGNs' advertising specifications are accessible through the URL www.feelgoodnetworks.com/spec.shtml. FGN reserves the right to change any of its advertising specifications at any time. Any cancellations or change orders must be made in writing and acknowledged by FGN. Change orders cannot be submitted any more frequently than once every fourteen days. This contract may be canceled or changed (i) by FNG at any time for any or no reason without notice, or (ii) by advertiser/agency on 30 days written notice to FGN.
- 3. Payment.** Unless otherwise agreed in writing, the amount of the total price from the insertion agreement must be paid in full by credit card. If payment is not made timely, FGN, at its option, may immediately terminate the contract.
- 4. Delivery and Makegood.** All figures relating to the advertisements served as determined by FGN shall govern, regardless of whether advertiser/agency is using the services of a third party ad server. FGN guarantees advertisements will be displayed each month no less than the full month minus 24 hours for routine maintenance. If FGN fails to provide the full month minus 24 hours, FGN will make good by issuing the advertiser/agency a pro rata refund. FGN will not make good for under-delivery due to delays caused by advertiser/agency.
- 5. Redesigning of the FGN Sites or Services.** Advertiser/agency acknowledges that, consistent with FGNs' need for editorial discretion, FGN may redesign, delete or replace the pages, programs or channels on which the advertisements will be displayed or transmitted or may redesign or replace the type of links, buttons, boxes, banners, and Internet radio, audio or video advertisements purchased by advertiser/agency; provided, that FGN will use good faith efforts to provide advertiser/agency with comparable links, buttons, boxes, banners, and Internet radio, audio or video advertisements.
- 6. Rejections.** FGN reserves the right, without liability, to reject, omit or exclude any advertisement or to reject or terminate any links, buttons, boxes or banners for any reason at any time, with or without notice to the advertiser/agency, and whether or not such advertisement, link, button, box or banner was previously acknowledged, accepted, or published.
- 7. Licenses and Indemnification.** Advertiser/agency grants FGN the right to use, reproduce, publicly display and distribute advertiser's advertisements and collateral information and warrants that advertiser/agency has the right to grant such license. Advertiser/Agency represents that the advertiser is the owner or is licensed to use the entire contents and subject matter contained in its advertisements and collateral information, including, without limitation, (a) the names and/or pictures of persons; (b) any copyrighted material, trademarks, service marks, logos, and/or depictions of trademarked or service marked goods or services; and (c) any testimonials or endorsements contained in any advertisement submitted to FGN. In addition, advertiser/agency represents that the advertiser's advertisements and collateral information do not violate any applicable local, state or federal law or regulation. In consideration of FGNs' acceptance of such advertisements and information for publication, the advertiser and agency will jointly and severally indemnify and hold harmless FGN and its officers, directors, shareholders, employees, accountants, attorneys, agents, parent, affiliates, subsidiaries, successors and assigns from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to: (i) advertiser/agency's breach of any covenants, representations and warranties made therein, (ii) FGNs' performance under this contract, and (iii) the copying, printing, distributing, transmitting or publishing of advertiser's/agency's advertisements or collateral information by FGN.
- 8. Limitation of Liability.** In the event (i) FGN fails to publish an advertisement in accordance with the schedule provided in the Insertion Order, (ii) FGN fails to deliver the number of days specified in the Insertion order (if any) by the end of the specified period, or (iii) of any other failure, technical or otherwise, of such advertisement to appear or be transmitted as provided in the Insertion Order, the sole liability of FGN to advertiser/agency shall be limited to, at FGNs' sole discretion, a pro rata refund of the advertising fee representing the undelivered days, placement of the advertisement at a later time in a comparable position, or extension of the term of the Insertion Order until total days are delivered. In addition, FGN is not responsible for the quality and/or clarity of any Internet radio, audio or video advertisements. UNDER NO CIRCUMSTANCES WILL FGN BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, FOR LOST INCOME OR PROFITS, IN ANY WAY ARISING OUT OF OR RELATED TO THIS CONTRACT, EVEN IF FGN HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.
- 9. Choice of Law and Forum.** This contract shall be interpreted and construed in accordance with the laws of the State of Washington, without regard to its conflicts of laws provision, and with the same force and effect as if fully executed and performed therein. Each party hereby consents to the exclusive personal jurisdiction of the State of Washington, acknowledges that venue is proper only in any state or Federal court in the State of Washington, agrees that any action related to this contract must be brought in a state or Federal court in the Satte of Washington, and waives any objection that may exist, now or in the future, with respect to any of the foregoing.
- 10. Miscellaneous.** No public statements concerning the existence or terms of this contract will be made or released to any medium except with the prior approval of both parties or as required by law. Advertiser/agency may not resell, assign or transfer any of its rights hereunder, and any attempt to resell, assign or transfer such rights shall result in immediate termination of this contract, without liability to FGN. If any portion of the contract is found unenforceable for any reason, the reminder will remain in full force and effect. No waiver by FGN shall operate as a waiver of any other provision or any subsequent default. This document represents the entire agreement of the parties; FGN will not be bound by the representations of any agents, brokers, or other third parties. Any modifications must be in writing and signed by an authorized representative of FGN. All terms of this contract, which by their nature extend beyond its termination, remain in effect until fulfilled and apply to the respective successors and assigns.

The undersigned is legally empowered with due corporate authority to enter into this contract and agrees to be bound by the Terms and Conditions of this contract.

Advertiser/Agency Authorized Signature

Print Name/Title

Date