

APPLICATION FOR DIRECTORY ADVERTISING



508 Old Magnolia Rd.
 Conroe, TX 77304
 Toll Free 866-687-1580

PUB/Issue CHT22 Sales Rep LD

Account #: 3776

W/W Accts: _____

Quote ID # 9070

Physical Address				Billing Address			
Name Peaceful Valley Painting				Name Peaceful Valley Painting			
Address 176 Covenant Circle				Address 176 Covenant Circle			
City E Nassau		State NY		City E Nassau		State NY	
Zip 12062				Zip 12062			
Phone 518-781-3714				BTN 518-781-3714		Fax	
Email peacefulvalleypainting@gmail.com				Contact Christy Ransford manager			
Website				CBR			

CHT22	BLN	4794	Bold Listing Bold Phone Painting Contractors Peaceful Valley Painting 5187813714	23.00
CHT22	WBLN	0	White Bold Listing Bold Phone Peaceful Valley Painting 5187813714	23.00

The payment method selected below will be used for Deposit <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> ACH <input type="checkbox"/> CHECK		<input type="checkbox"/> Customer authorizes all ad copy to be published as it appears in the previous year's publication.	Monthly Rate 46.00
The payment method selected below will be used for Billing <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> ACH <input checked="" type="checkbox"/> TELCO <input type="checkbox"/> MAIL			Annual Rate 552.00
			Discount 216.00
			Net Monthly 28.00
			Net Annual 336.00
			PIF Discount 0.00
			Payment Recieved 0.00
			Balance 336.00

X Sign Here SS 8219

Authorized Signature
 A \$3.00 per month surcharge will apply for separate monthly billing.
Christy Ransford manager 2022-02-10

Please Print Signer's Name _____ Title _____ Date _____

This agreement is subject to the terms and conditions hereof

Terms and Conditions for Advertising

1. Application for Directory Advertising. As set forth herein and on the reverse side hereof (Side A), Applicant is requesting the Directory, Internet listings, mobile advertising and/or other items of advertising identified on Side A on the Publisher's on-line Internet directory or directories applicable to the Applicant's business area (the "Advertising Services"). To the extent applicable, as described on Side A, Applicant is also requesting publication of such items of advertising in the next Directory to be published by Publisher for the applicable service area (the "Directory"). This application for Advertising Services is not binding until acceptance by Publisher. Acceptance is conditional upon the following: (a) Publisher reserves the right to reject advertising that fails to conform with Publisher's editorial standards. Guidelines for advertising can be provided upon request. In its discretion, when feasible, Publisher will provide Applicant the opportunity to revise advertising that fails to meet editorial standards; and (b) Any and all current and/or prior advertising and other charges due Publisher and any of Publisher's affiliated companies must be paid for in full. This includes any and all costs and/or attorney's fees incurred by Publisher in the collection of such payment. Provided that the above conditions and all other conditions set forth herein have been met, and in the absence of an express rejection by Publisher, this application for Advertising Services shall be considered accepted as of written acceptance by the Publisher. Applicant is responsible for reviewing and approving display advertising. Any objections or corrections must be timely presented to Publisher in writing. If no written objections or corrections are timely received, Applicant will be deemed to have approved the advertising. Publisher is unable to guarantee the relative position of any advertising in a particular Directory, as applicable.

2. Term of Agreement. The term of this Agreement shall consist of twelve (12) months of Advertising Services. The term may be reduced or extended by a period of six (6) months at Publisher's sole discretion (the "Minimum Term"). Following expiration of the Minimum Term, this Agreement shall automatically renew and continue on a year-to-year basis (the "Renewal Terms") unless and until terminated in accordance with the terms hereof. If either party desires to terminate this Agreement upon expiration of the Minimum Term or any Renewal Term, such party shall give the other party written notice of its intent to terminate the Agreement at least thirty (30) days prior to expiration of the then current term. The Minimum Term and any Renewal Terms are collectively referred to hereafter as the "Term."

3. Payments. Applicant agrees to pay in advance for the Advertising Services for the Minimum Term (and each Renewal Term) at the rate as set forth on Side A (the "Rate"), plus taxes if applicable. If Applicant elects the monthly payment option, Applicant agrees to a \$3.00 per month surcharge. Publisher reserves the right to increase such rates prior to publication of any Directory, if applicable, and/or prior to any Renewal Term upon thirty (30) days prior notice to the Applicant. In the event of a default in payment of monthly charges, Publisher may declare payment of the entire amount of any remaining charges for the then existing Term immediately due and payable. Applicant shall be responsible for all costs associated with the collection of any past due amounts, including but not limited to reasonable attorney's fees and costs.

4. Cancellation, Transfer or Discontinued Service. Applicant may cancel Advertising Services only if such cancellation is in writing and received by Publisher within 10 days of signing the contract. Upon timely written notification of cancellation to Publisher, Publisher agrees to cease accrual of additional charges. However, charges for Advertising Services are STILL applicable for (a) discontinued telephone service where telephone calls are intercepted or forwarded to a new or different number or (b) transfer of ownership with new ownership maintaining the number that appears for the Advertising Services.

5. Applicant's Warranty as to Content. Applicant warrants that it is, and at all relevant times shall be, fully authorized to sell and provide the products and services displayed in the copy submitted for the Advertising Services - and that the Applicant is, and at all relevant times shall be, in compliance with all laws and licensing requirements relating in any manner to such goods or services or to the advertising thereof. Applicant makes, and Publisher is relying upon, the following representations, warranties, and covenants: Applicant has the necessary rights to provide all information provided in the copy submitted for Advertising Services (including all content) for use as described in the Agreement, and all such information and all claims, statements, products and services contained or referenced therein (a) do not violate any law, statute, ordinance, treaty or regulation or policy or guideline of Publisher; (b) do not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party; (c) do not breach any duty toward or rights of any person or entity including rights of publicity or privacy, and have not otherwise resulted in or are not likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity; (d) are not false, deceptive or misleading; and (e) are not defamatory, libelous, slanderous or threatening. Without limiting any of Publisher's other rights or remedies, Applicant agrees to notify Publisher immediately in writing at any time that Applicant discovers or suspects that any of these representations, warranties, or covenants is not true and correct in all respects. In the event Applicant's right to advertise the products, services, trademarks, service marks, trade names, photographs, images, designs, or other content is threatened or challenged, or is otherwise determined by Publisher, in Publisher's sole discretion, to subject Publish or another party to potential liability (provided that Publisher has no obligation to review Applicant's advertisements and shall have no liability related to the content thereof) Publisher may suspend or discontinue the Advertising Services without notice or liability and shall be entitled to its damages related thereto, including reasonable attorney's fees and costs. If this occurs, Applicant will remain responsible for payment of all amounts to be invoiced for

the then-current term and will not be entitled to any refund or abatement or any extension of the term of this Agreement.

6. Ownership and Use. As to advertising Publisher creates for Applicant, whether in whole or in part, and any derivative work that Publisher creates from Applicant's content, Applicant acknowledges that Publisher is an author and assigns to Publisher all rights in and to any independently copyrightable contribution Applicant might have made to the advertising. Applicant further acknowledges that Publisher retains all right, title, and interest, including the copyright, in such advertising products and that neither Applicant nor Publisher intends for such advertising to constitute a joint work. Applicant may not reproduce in any format or otherwise use any such advertising products without the prior written consent of Publisher, which consent may be withheld. Applicant grants Publisher a nonexclusive license during the term of this Agreement, including the right to sublicense, to copy, distribute, create derivative works based upon, publicly display, publicly perform and otherwise use any trademark, service mark, graphics, text or other content Applicant provides to Publisher in connection with Publisher's performance of Publisher's obligations under this Agreement. Upon termination of the Agreement, Publisher is not obligated to return any of these works to Applicant. Publisher will have no liability whatsoever to Applicant or any third party for any content provided by Applicant included in any advertising, and Applicant shall be solely and exclusively liable for the content.

7. Indemnification. Applicant agrees to indemnify and to hold harmless Publisher and the Phone Company from and with respect to any claims, actions, liabilities, expenses, costs, losses or damages (including, without limitation, attorneys' fees) sustained in any way pertaining to the insertion of the advertising in any issue of the Directory or as a part of any Advertising Services or arising out of or in connection with this Agreement, including, without limitation, any claims, suits or proceedings for defamation or libel, violation of right of privacy or publicity, criminal investigations, infringement of intellectual property, or false or deceptive advertising or sales practices.

8. Errors and Omissions. Publisher's acceptance of this Agreement and the rates charged for the Advertising Services are based upon Publisher's limitation of liability as set out in this section and upon Applicant's agreement to all other terms and conditions herein. The parties acknowledge that errors and omissions can occur in advertising. Accordingly, there are no express or implied warranties of merchantability or fitness for any particular purpose of the goods or services provided to Applicant in connection with the Advertising Services. Publisher makes no warranty of performance to Applicant and, in fact, disclaims any such warranty. Applicant represents that Applicant has not relied upon any such warranty and assumes all risks concerning the functionality, performance or results of the advertising. Publisher cannot and does not guarantee that Advertising Services will be timely provided, will be provided without error or omission, or will be delivered as scheduled by Publisher. Publisher has no obligation to give Applicant or any third party notice of such errors or omissions, or to correct them by recalling or reprinting directories, by performing supplemental delivery or taking other action. Publisher is further not liable to Applicant for an error or omission if the error or omission was caused by a third party, resulted from information supplied by a third party, or was caused by an Act of God, labor stoppage, governmental authority or other act beyond Publisher's reasonable control. **PUBLISHER'S (INCLUDING FOR THIS PURPOSE, PUBLISHER, THE APPLICABLE PHONE COMPANY AND PUBLISHER'S OTHER AFFILIATES, AND ANY AGENTS THEREOF) MAXIMUM LIABILITY TO APPLICANT FOR ANY ERROR, OMISSION OR OTHER DEFAULT WHATSOEVER IS LIMITED TO THE RATE FOR THE APPLICABLE TERM, REGARDLESS OF WHETHER APPLICANT ALLEGES CLAIMS AGAINST PUBLISHER IN CONTRACT OR IN TORT, OR OTHER BASIS IN LAW OR EQUITY. IN NO EVENT SHALL PUBLISHER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER DAMAGES, ARISING OUT OF OR RELATED TO ANY GOODS OR SERVICES PROVIDED OR TO BE PROVIDED UNDER THIS AGREEMENT OR ANY ERRORS OR OMISSIONS WITH RESPECT TO THE ADVERTISING SERVICES.** In the event of an error, omission or other default in the publication or provision of any Advertising Services, Publisher shall be liable to Applicant, as Applicant's sole remedy, for the amount (as determined by Publisher) by which the value of the item of advertising was decreased, in no instance to exceed the Rate actually paid for the item of advertising for the particular months of the Term in which the error, omission or other default allegedly occurred. Any adjustments to the advertising charges made by Publisher due to an error, omission or other default may be made, in Publisher's discretion, by credit against future payments due from Applicant, credit against future Advertising Services, or by refund.

9. Miscellaneous. No oral or written representation made by Publisher's sales representative or other employee who purports to modify this Agreement is binding on Publisher. Moreover, Applicant confirms that no such representation has been relied upon by Applicant in entering into this Agreement. This Agreement contains all of the understandings and agreements between the parties with respect to the subject matter hereof, and may be amended only by written amendments agreed to by both parties. A waiver of a breach of this Agreement shall not be construed as a waiver of any subsequent breach. The terms and provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the parties shall so survive the completion of performance and termination of this Agreement, including, without limitation, provisions for indemnification and the making of any and all payments due hereunder. This Agreement shall be governed by and construed in accordance with the laws of the state wherein the Applicant's address as set forth on Side A is located, such state being in all events either Illinois, Texas or Pennsylvania.