

# KING SHARK ENTERTAINMENT, LLC

## ADVERTISING AGREEMENT

### **PARTIES:**

Pursuant to this binding agreement between KING SHARK ENTERTAINMENT, LLC (hereinafter SITE OWNER), of 10 Cliff Court, Sicklerville, New Jersey 08081, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter ADVERTISER), ADVERTISER shall pay to SITE OWNER an advanced payment for advertising in the amount of \$\_\_\_\_\_ for advertising to be displayed on a public web site owned and operated by SITE OWNER and hosted on a public web server operated by Knowledgeguard, 701 White Horse Pike, Suite 5, Voorhees, New Jersey 08043 (hereinafter CONSULTANT).

Additional advertising may be purchased under this agreement in 3, 6, 9, and 12 month increments by paying an additional \$\_\_\_\_\_ within thirty (30) days after receipt of invoice. SITE OWNER shall reserve \_\_\_\_\_ months of advertising space from the Advertising start date of \_\_\_\_\_ on a CONSULTANT web server.

### **SCOPE OF ADVERTISING PURCHASE:**

Under this agreement, ADVERTISER purchases \_\_\_\_\_ banner advertisements at a rate of \_\_\_\_\_ for a maximum of \_\_\_\_\_ impressions.

### **DEFINITIONS:**

“Advertising Space” means one banner Advertisement, stored on space leased by SITE OWNER on a public web server operated by CONSULTANT.

“Advertisement” means the graphic file supplied by ADVERTISER that can be selected by a user as a means to request information from a server or server storage space located at a location other than space leased by SITE OWNER.

“Slot” means an HTML page which may include a SITE OWNER Advertising Space and the Sponsor’s Advertisement.

“Start Date” means the first day the CONSULTANT web server will display the Advertisement.

“CONSULTANT Web Server” means a public web server computer operated by CONSULTANT that users may access via the Internet.

“Impression” means the number of times an advertising banner is viewed.

### **PAYMENT:**

SITE OWNER reserves the right to hold Advertiser and its authorized agent jointly responsible for any and all amounts owed.

**RIGHT TO REFUSE UNACCEPTABLE ADVERTISING:**

SITE OWNER reserves the right to refuse any advertisement sponsorship banner that does not completely conform to every detail, instruction, method, and guideline set in the Technical Specifications which can be found on the SITE OWNER Web Site. SITE OWNER 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. SITE OWNER does not accept advertising from companies that produce or provide tobacco, alcohol, or pornographic products or services (which SITE OWNER shall have complete discretion to define), or their subsidiaries, or foundations funded by such companies whose function is to improve acceptance of such products by the public. This Agreement is void able by SITE OWNER immediately if Advertiser fails to disclose (or conceals or misrepresents) any involvement with tobacco, alcohol, or pornographic products or services. In addition, SITE OWNER may in its complete discretion refuse the use of any other advertising that it deems to be inappropriate.

**LIMITATION ON DAMAGES:**

IN NO EVENT WILL SITE OWNER OR CONSULTANT 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 SITE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**ASSIGNMENT:**

Advertiser may not assign this agreement, in whole or in part, without SITE OWNER 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 New Jersey.

**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 SITE OWNER 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.

SITE OWNER Signature

Authorized ADVERTISER Representative

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Date

**KING SHARK ENTERTAINMENT, LLC - 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 (3, 6, 9, 12): \_\_\_\_\_

Start Date: \_\_\_\_\_

Advertising link URL: \_\_\_\_\_

Please email all advertising graphics to [info@kingsharkentertainment.com](mailto:info@kingsharkentertainment.com).

ADVERTISER may, at its own discretion, contract CONSULTANT to design the necessary advertising graphics. Such agreement will require a separate contract solely between ADVERTISER and CONSULTANT.

Please see the Banner Ad Information Page for advertising graphics information.

Upon completion of this Agreement and Insertion Order, please sign and fax to King Shark Entertainment, LLC at (856) 227-4955. If you have any questions, please contact us by email at: [info@kingsharkentertainment.com](mailto:info@kingsharkentertainment.com) or by phone at (856) 227-4999.

## **KING SHARK ENTERTAINMENT, LLC - BANNER ADVERTISING INFORMATION**

Advertising sizes and file types should be as follows:

- Banner ads will be 125 pixels wide by 125 pixels tall.
- Banner ads will be 145 pixels wide by 600 pixels tall.
- Banner ads will be 768 pixels wide by 90 pixels tall.
- File types should be web based. The standard types include:
  - .JPG (72ppi)
  - .Gif
  - .Gif (animated)
  - .SWF (Flash movie)

If you have any technical questions please contact Knowledge Guard at (856) 309-1177 or email at [support@knowledgeguard.com](mailto:support@knowledgeguard.com)