

Ponds of Brookfield Acquisitions, LLC

ADVERTISING AGREEMENT

This Advertising Agreement is entered into, by and between Ponds of Brookfield Acquisitions, LLC (The Ponds) and _____ (“Customer”) and constitutes an Agreement between The Ponds and Customer. Customer shall pay to The Ponds the itemized fees as agreed to and shown. Additional costs for any Advertising Services that are not included in prices quoted shall be negotiated on a per job basis between The Ponds and Customer.

Approved advertising shall include but not limited to corporate / company logos, names, locations, address, AND contact information. The Ponds shall have final approval of all Advertising Content. Customer shall be responsible for matters related to Licensed Products and use of logos, trademarks, colors, and graphics.

The Ponds reserves the right to make changes in rules of display, accessibility, procedures, types of equipment, and any other matters relating to the display or Licensed Products and its use. Customer acknowledges that such modifications may require The Ponds to modify its display rules at its own expense.

Such fees are payable at terms of net thirty (30) days. Checks made payable to Ponds of Brookfield Acquisitions, LLC. Online payment available (any processing fees will be added to the overall total).

TERM

The Ponds Advertising Agreement is made effective as of (date) _____ and shall continue for a period of _____ year(s) following the display of approved advertising. Advertising shall be displayed on premise and in accordance with state, city, and local laws and ordinances. Upon the termination of this Agreement for any reason, The Ponds shall promptly return, in its original form, any advertising media in The Pond's possession and not the property of The Ponds. The Ponds shall promptly cease all use of any licensed logos and shall return to Customer Proprietary Information and provide reasonable transfer of advertising media.

LIABILITY

In no event shall The Ponds, its employees, or agents, be liable to any Customer or any Third Party for loss of Revenues or profits, loss of use, or any incidental, consequential, indirect, punitive, or other damages or expense of any nature whatsoever arising, even if The Ponds has been advised of the possibility or certainty of such damages and whether or not such damages are reasonably foreseeable.

ADVERTISER CONTENT

Customer shall grant The Ponds a perpetual, royalty-free, sub-licensable, non-exclusive right, and license to use, copy, record, modify, display, publish, distribute, and transmit by any means from the Advertiser Content in, and for the marketing and sale of Customer products. If The Ponds shall create or supply any content for Customer ads or design ads, the content and the ads are the sole property of The Ponds. Customer represents and warrant that; (1) Customer shall have the unrestricted right to use, and that Customer licensing of Advertiser Content to The Ponds will not infringe on any third party copyright or trademark right; (2) Customer ads comply with all applicable laws, orders, codes, regulations, requirements and Customer has all required licenses to provide advertising where the ad appears; (3) Customer has not made any false or misleading claims in an ad; (4) Customer has not violate any contractual or legal obligation by signing this agreement and requesting The Ponds to publish any ad; (5) Customer has the rights to represent the business related to the ads and / or services listed; (6) shall notify The Ponds if any of the above become inaccurate.

INDEMNIFICATION

Customer shall indemnify, defend and hold The Ponds, it officers, directors, members, agents, affiliates and employees harmless with respect to any suit, claim, damages, costs or proceeding asserted against The Ponds, including attorneys fees directly or that indirectly result from the Customer's; (1) breach of this agreement, or (2) negligence or willful misconduct, or (3) claim that the advertiser content or other information provided by Customer violates any applicable law or infringes on third party patent, copyright, trademark, trade secret or other intellectual property or proprietary information. Customer shall be obligated to this section after the termination of this Agreement.

APPLICABLE LAWS

The laws of the State of Wisconsin shall govern the validity, performance, and all matters relating to or arising under this agreement and will be produced in compliance with and will comply with all applicable State, Federal and Local laws, ordinances, rules, standards and regulations.