

# RAH Entertainment and Media



## Trade Contract Agreement

This document states the terms of our agreement together.

**Contact Information:** This information is to be used to create your account. We will use this information to contact you. Please be careful to specify a correct phone number and e-mail address.

### Advertiser Contact Information:

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:	
Banner URL:	
URL Hyperlink:	

**Introduction:** This agreement is made between RAH Entertainment and Media and the above-named Advertiser, who agrees to purchase a "Banner Advertisement" on one or any of the specified RAH Entertainment and Media the website on the World Wide Web, operated by RAH Entertainment and Media.

### Terms and Definitions:

· The *Advertiser* is the party named in the Advertiser Contact Information listed above, and is placing and paying for the advertisement described in the agreement.

· RAH Entertainment and Media is a company located at 30 W Adams St. Tucson, AZ 85705.  
· BSceneLive.com, TucsonRockAlliance.com, AZLiveGuide.com are Internet publications owned and operated by RAH Entertainment and Media and found on the World Wide Web at <http://www.BSceneLive.com>, <http://www.TucsonRockAlliance.com>, <http://www.AZLiveGuide.com>  
· **Banner Advertisement** is an advertisement with required dimensions of:

- 728 pixels wide by 90 pixels tall
- 486 pixels wide by 60 pixels tall
- 300 pixels wide by 250 pixels tall

displayed on BSceneLive.com, and/or TucsonRockAlliance.com, And/or AZLiveGuide.com Web sites and hyperlinked to a Universal Resource Locator (URL) stipulated by the advertiser.

· **Banner Advertisement Impression** means a single (1) display or impression of a Graphics Interchange Format (GIF) or Joint Photographic Experts Group (JPG) image file or hotlink banner code hyperlinked to a web page of the Advertiser's, viewed from BSceneLive.com, and/or TucsonRockAlliance.com, and/or AZLiveGuide.com.

· **Start Date** is the date on which the parties agree the Banner Advertisement will first appear on the BSceneLive.com, and/or TucsonRockAlliance.com, and/or AZLiveGuide.com Web site. For purposes hereof, "month" will be a thirty day period, or multiples thereof, commencing on the Start Date.

**Duration of Agreement:** Advertiser's Banner Advertisement will appear on the BSceneLive.com, and/or TucsonRockAlliance.com, and/or AZLiveGuide.com Web site for \_\_\_ month(s), commencing on a Start Date to be agreed upon by both the Advertiser and RAH Entertainment and Media and Media, to be confirmed via e-mail correspondence between RAH Entertainment and Media and the Advertising Contact. Advertiser agrees to pay contracted rate, to be paid in full prior to the Start Date. This fee is non-refundable, and will not be prorated should the Advertiser decide to discontinue the display of the Banner Advertisement at any time prior to the end of the contract period.

**Banner:** The banner graphic must be in .jpg or .gif format, or hotlink banner code, and have a file size of less than 15K. Advertiser agrees to provide RAH Entertainment and Media with a banner or code via email attachment of the URL of an existing banner on the Web. If Advertiser has no banner prepared, RAH Entertainment and Media and Media will create one for an additional fee of \$75.

**Display, Placement and Links:** Each Banner Advertisement will be displayed at location purchased on BSceneLive.com, and/or TucsonRockAlliance.com, and/or AZLiveGuide.com, and on pages throughout the site. Sitewide exclusion is for adverterial placement defined as "advertiser banner" only. This agreement is non-exclusive, meaning RAH Entertainment and Media may have Banner Advertisements from several parties appearing on its site at the same time with no more than 4 instances in rotation. When more than one Banner Advertisement is under contract, banners will be evenly and fairly rotated from time to time by software maintained by RAH Entertainment and Media.

**Status reports:** RAH Entertainment and Media will provide the Advertiser with a report of each Banner Advertisement's click-throughs at any point during the duration of the contract via software maintained by RAH Entertainment and Media. RAH Entertainment and Media does not and cannot make any representation or warranty as to the number, frequency or duration of any such "hits."

**Services interruptions:** Advertiser agrees not to hold RAH Entertainment and Media responsible for any liability, loss, cost, claim, damage or causes of action of any kind that it may suffer as a result of the transactions contemplated hereby, including but not limited to loss resulting from service delays and incomplete or interrupted service, regardless of cause or fault.

**Truth in advertising / indemnification for liability:** The Advertiser is solely responsible for any liability arising out of or relating to the Banner Advertisement, and/or any material to which users can link through the Banner Advertisement. The Advertiser represents and warrants that any information

found on URLs hyperlinked from the Banner Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, image, or other proprietary or confidential information or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify RAH Entertainment and Media and to hold RAH Entertainment and Media, and its officers, directors, employees and agents harmless from any and all liability, loss, cost, damages, claims, or causes of action of any kind, including reasonable legal fees and expenses that may be incurred by RAH Entertainment and Media, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties

**Governing law:** This Agreement and the resolution of any dispute related to this Agreement shall be governed by the laws of the State of Arizona without giving effect to any principles of conflicts of law. Failure by RAH Entertainment and Media, or its affiliates to insist upon strict enforcement of any provision of this Agreement shall not be construed as a waiver of any provision or right

**Fees and Initial Payment:** All fees are payable in advance of the commencement of display of the Banner Advertisement on the BSceneLive.com, and/or TucsonRockAlliance.com, and/or AZLiveGuide.com web site. All Advertisement fees are non-refundable. Check the program or programs you have selected:

Web site:

BsceneLive.com

TucsonRockAlliance.com

AZLiveGuide.com

Banner 728x90 pixel

One month, one sites at a rate of (\$200)

Three months, one sites at a discounted rate of (\$525)

Six months, one sites at a rate of (\$1000)

One month, two sites at a rate of (\$300)

Three months, two sites at a discounted rate of (\$775)

Six months, two sites at a rate of (\$1400)

Creation of Banner Advertisement by RAH Entertainment and Media (\$75)

Banner 468x60 pixel

One month, one sites at a rate of (\$200)

Three months, one sites at a discounted rate of (\$525)

Six months, one sites at a rate of (\$1000)

One month, two sites at a rate of (\$300)

Three months, two sites at a discounted rate of (\$775)

Six months, two sites at a rate of (\$1400)

Creation of Banner Advertisement by RAH Entertainment and Media (\$75)

Banner 300x250 pixel

One month at a rate of (\$150)

Three months at a discounted rate of (\$400)

- \_\_\_\_\_ Six months at a rate of (\$750)
  - \_\_\_\_\_ One month, two sites at a rate of (\$225)
  - \_\_\_\_\_ Three months at a discounted rate of (\$600)
  - \_\_\_\_\_ Six months at a rate of (\$975)
  - \_\_\_\_\_ Creation of Banner Advertisement by RAH Entertainment and Media (\$125)
- Banner 468x60 pixel "advertrial banner" (BsceneLive.com only)
- \_\_\_\_\_ One month at a rate of (\$100)
  - \_\_\_\_\_ Three months at a discounted rate of (\$275)
  - \_\_\_\_\_ Six months at a rate of (\$500)
  - \_\_\_\_\_ Creation of Banner Advertisement by RAH Entertainment and Media (\$125)

Sub Total: \_\_\_\_\_  
 Trade: \_\_\_\_\_  
 Discounts: \_\_\_\_\_  
 Total: \_\_\_\_\_

All payments must be in U.S. funds. Checks should be made out to "RAH Entertainment" and sent to the following address:

**RAH Entertainment and Media**  
 30 W Adams St.  
 Tucson, AZ 85705

Upon execution of this Agreement, RAH Entertainment and Mediawill commence setup for Advertiser's Banner Advertisement. RAH Entertainment and Mediawill make the account visible to the Web upon receipt of payment (pending Advertiser readiness and approval).

**Sole Agreement:** This document constitutes the sole agreement between RAH Entertainment and Media and the Advertiser regarding this Web site. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honored for six (6) months after both parties sign this contract. This Agreement may only be modified, or rights under it waived by a written document executed by both. Violation of any of the terms and conditions of this contract may result in the immediate termination of your services with RAH Entertainment and Media, at our discretion. I agree to the above-listed contract in its entirety.

On behalf of \_\_\_\_\_, the Advertiser:  
 \_\_\_\_\_ Date \_\_\_\_\_

On behalf of RAH Entertainment and Media:  
 \_\_\_\_\_ Date: \_\_\_\_\_

## RAH Entertainment and Media

30 W Adams St.  
 Tucson, AZ 85705  
<http://www.BSceneLive.com>, <http://www.TucsonRockAlliance.com>, <http://www.AZLiveGuide.com>  
 Phone: (805) 407-3370