

Tierra Santa Property Owners Association
WEBSITE BANNER ADVERTISING AGREEMENT

This advertising agreement ("Agreement"), dated _____, 2012 (the "Effective Date") is by and between the Tierra Santa Property Owners Association (TSPOA), Mailing Add: PO Box 185 Weslaco, TX 78599 and _____ ("Advertiser") for the placement of certain Internet banner ad(s) on the Tierra Santa Property Owners Association, the homepage of which is located at www.tierrasantapoa.com (the "Site").

The parties agree as follows:

In consideration for the fees specified in the applicable Work Order, TSPOA agrees to place on one or more pages of its Site, on an as available basis, one or more of Advertiser's banner ads for the duration specified on the Work Order. Advertiser agrees to pay TSPOA the Placement Fee specified on the applicable Work Order. Payment must be received in full prior to posting of the Banner Ad(s) on the Site. TSPOA reserves the right to reject any advertising, which TSPOA determines, in its sole judgment, is not in keeping with TSPOA's business objectives.

Advertiser acknowledges and agrees that TSPOA owns all right, title and interest in and to the content of the Site, subject to Advertiser's ownership rights in its Banner Ad(s) appearing on the Site. Advertiser hereby grants TSPOA a non-exclusive, non-transferable limited license to use Advertiser's trademarks, copyrighted works and other intellectual property as reasonably necessary to perform TSPOA's obligations under this Agreement.

Advertiser will defend, indemnify and hold harmless TSPOA (including its employees, directors and agents) against any claim, action, liability, loss, damage, cost or expense (including, but not limited to, reasonable attorneys' fees) arising from any claim that the Advertiser's Banner Ad infringes the proprietary rights of any third party or otherwise violates any law or regulation.

Each Party is solely responsible for the programming, content and operation of its respective website and/or banner ads. TSPOA will exercise reasonable commercial efforts to help ensure that the Site will be continuously operational subject to normal downtime for routine maintenance and upgrades; however, TSPOA cannot guarantee uninterrupted operation of or access to the Site.

EXCEPT AS OTHERWISE BE PROVIDED IN THIS AGREEMENT, TSPOA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE SITE, OR ANY PORTION THEREOF, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL TSPOA BE LIABLE TO ADVERTISER FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION) IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, EVEN IF TSPOA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TSPOA'S ENTIRE LIABILITY WILL BE LIMITED TO THE AMOUNT PAID FOR THE BANNER AD(S) WHICH ARE THE SUBJECT OF THE DISPUTE.

This Agreement and its Work Order(s) constitute the entire understanding between the parties hereto with respect to the subject matter of the Agreement and supersede all prior written or oral representations. This Agreement may not be modified, amended or otherwise changed in any manner except by a written instrument executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above by their duly authorized representatives.

Company: Tierra Santa P.O.A.
P.O. Box 185
Weslaco, TX 78599
Phone: 956-975-6488

Company: _____
Name: _____
Title: _____
Signature: _____

ASSOCIATION OF ROTATIONAL MOLDERS INTERNATIONAL
WEBSITE BANNER AD WORK ORDER

Please complete the work order form and return it to:

Tierra Santa Property Owners Association
P.O. Box 185
Weslaco, TX 78599
Phone: 956-975-6488

Please print legibly or type.

This Work Order incorporates by reference that certain Advertising Agreement entered into by and between TSPOA and (company)_____on(date)_____, 2012.

Name:
Title:
Company:
Address:
City:
State/Province:
Zip/Postal Code:
Country:
Phone:
Fax:
E-mail:

Placement Fee:

Please select one.

- ☐ POA members \$75 (US Dollars)
☐ Non-POA members \$150 (US Dollars)

Prorated from: Month_____ to Month_____

URL/website to which Banner Ad will point:_____

TSPOA will use commercially reasonable efforts to post the Banner Ad to the Site within five (5) business days following receipt of the Placement Fee and the Banner Ad data file.

Method of Payment:

- ☐ CASH
☐ MONEY ORDER
☐ Check Enclosed (Payable in US Dollars only.)

Cardholder's Name (please print):

Signature: _____

Account #: _____

Expiration Date: _____