



## CDT Website Advertising Agreement - expires \_\_\_\_\_

This Advertising Agreement (hereafter "Agreement") is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ (hereafter called the "Advertiser") and Collaborative Divorce Texas (hereafter "CDT"), herein jointly Parties.

### SCOPE OF AGREEMENT

#### I. WEBSITE ADVERTISING

CDT will provide to Advertiser the non-exclusive publication of web banner advertising (hereafter "Ad") on the CDT website (hereafter "Website"). All ads will be run on a schedule on the website and will rotate with all other third-party advertising on the Website. CDT may also have its own ads rotating throughout the website. For clarity, rotation means that Advertiser's Ad will rotate on a schedule (that is determined by the software that runs the ad rotation) with all the other advertisers' ads between the 4 available banner ad slots on any given web page. As a result of the rotation and the different sizes of the banner slots on CDT's web pages:

- 1) Advertiser is to provide CDT with 2 differently sized Ads to allow for the seamless rotation of all ads (see below for specifications);
- 2) at any given time Advertiser's Ad may or may not appear on any given CDT web page due to its place in the rotation schedule; and
- 3) Advertiser is paying for only 1 of Advertiser's Ads to appear on any given CDT web page during the rotation; however, there may be an occasional rotation in which Advertiser receives a bonus and 2 of Advertiser's Ads appear on a single web page.

#### II. FACEBOOK ADVERTISING

Facebook Advertising on the CDT Public Facebook is available as an add-on with any website banner advertising agreement. CDT will provide the advertiser selecting the CDT Facebook advertising option with promoted Facebook ads to the CDT defined demographic each month. Ads will run for 1 week each month. The week will be determined at the beginning of each month by The Crouch Group on behalf of CDT. If the advertiser chooses a specific region, ads will only run in that defined region.

### ADVERTISING RATE

In consideration for CDT performing its obligations hereunder, Advertiser agrees to pay CDT the total sum owed at the time this Agreement is signed as follows:

- Annual Package - \$300 per month for 12 months (total due at signing \$3600)**  
One (1) ad which appear in up to two different sized web banner locations appearing on the CDT website
  - 300 x 250 pixels
  - 728 x 90 pixels
- Expanded Annual Package - \$525 per month for 12 months (total due at signing \$6300)**
- Semi-Annual Package - \$350 per month for 6 months (total due at signing \$2100)**  
One (1) ad which appear in up to two different sized web banner locations appearing on the CDT website
  - 300 x 250 pixels
  - 728 x 90 pixels
- Quarterly Package - \$400 per month for 3 months (total due at signing \$1200)**  
One (1) ad which appear in up to two different sized web banner locations appearing on the CDT website
  - 300 x 250 pixels
  - 728 x 90 pixels
- Facebook Advertising - \$150 per month**

## **TERM**

The term of this Agreement shall be as indicated in the section immediately above, unless terminated earlier as provided for herein. The commencement of the posting of the Ad will start no later than 30 days from the completion of all the following:

1. Signing of this Agreement by all parties;
2. Receipt of payment by CDT in the amount set forth in this Agreement; and
3. Receipt of the .png or .jpeg art files by CDT in the form set forth in this Agreement.

The Ad's term shall begin to run on the calendar date of the first day of posting of the Ad on the Website and shall end on the corresponding calendar date of the last month of the term of this Agreement.

Advertiser and CDT agree that renewals of this Agreement will be effective only by written mutual agreement as to all relevant terms including consideration, rates and subject to the availability of advertising slots. There is no option to renew granted or implied herein.

## **CANCELLATION**

CDT and Advertiser agree that CDT has the right to cancel this Agreement for any reason at any time without penalty to CDT or recourse by Advertiser. If this Agreement is cancelled by CDT, Advertiser will receive a pro rata refund as Advertiser's sole and exclusive remedy. The pro rata refund is calculated as follows: The total number of months of the term of the Agreement minus the number of months that the Ad multiplied by the per month cost of running the Ad. There are no partial months. Therefore, if an Ad has run for 2 days of a month that shall be calculated as an entire month for purposes of this formula. For example, if the total term of this Agreement was 12 months and the Ad runs for 3 months and 5 days then the total refund is \$2400.00 (calculated as  $(12-4) \times 300$ ).

Advertiser has the right to cancel this Agreement for any reason at any time upon seven (7) days' written notice to CDT. If Advertiser cancels this Agreement, Advertiser agrees there are no refunds.

## **RIGHT TO REFUSE ADVERTISING**

Advertiser agrees that CDT has the right to refuse any Ad for any reason. If CDT declines an Ad, all payments made by Advertiser to CDT will be refunded.

## **OWNERSHIP**

All trademarks, service marks, copyrights, service names, slogans, artwork, written, sound or visual materials or other materials that are subject to copyright, trademark, patent or similar legal protection remain the property of the party creating same (hereinafter "Property") and neither party hereto may use the Property of the other except under the limited terms and purposes and during the term of this Agreement. Advertiser agrees that CDT may use all Advertiser's Property in the Ad only. Use by CDT of the Advertiser's Property in the Ad does not create ownership by CDT. Placement on CDT's website does not create any ownership rights in CDT's Property for Advertiser.

**WEBSITE TRAFFIC AND USAGE STATISTICS**

CDT makes no guarantee of any level of website traffic at any given time or other success of the Ad, including reach or extent of consumer audience. Advertiser agrees that no claim can be made by Advertiser against CDT related to published or unpublished usage statistics, including reach or extent of consumer audience. CDT is not required to provide Advertiser with usage statistics or other similar statistical information or data.

**TRUTH IN ADVERTISING / INDEMNIFICATION FOR LIABILITY**

Advertiser is solely responsible for any legal liability arising out of or relating to (1) the Ad, including any third party's use of the Ad or information therein to retain Advertiser's services or acquire or use any product of Advertiser, and/or (2) any material to which users can link through the Ad.

Advertiser represents and warrants that it holds the necessary rights to permit the use of the Ad and link by CDT for the purposes of this Agreement. Advertiser further represents and warrants that the use, reproduction, distribution, or transmission of the Ad 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, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity. Advertiser further represents and warrants that the use, reproduction, distribution or transmission of the Ad will not violate any rule or law governing advertisement by the Advertiser's licensing or regulatory body (e.g. State Bar of Texas).

Advertiser agrees to indemnify CDT, its trustees and officers in their capacity as same and individually, and to hold CDT, its trustees and officers in their capacity as same and individually, and their property and members harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by CDT, its trustees and officers in their capacity as same and individually, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

**LIMITATION ON DAMAGES**

In no event will CDT be liable to Advertiser for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not CDT has been advised of the possibility of such damage.

**NO ADDITIONAL WARRANTIES**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY STATUTORY WARRANTY AGAINST INFRINGEMENT, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**GOVERNING LAW/VENUE**

The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Texas. Any and all litigation related hereto must be filed in the appropriate Court in Dallas County, Texas.

**ENTIRE AGREEMENT**

This Agreement is 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.

**NOTICES**

Any notice, request, demand or other communication required or permitted hereunder shall be in writing, postage prepaid, certified mail, return receipt requested to the Party to be notified at the address indicated below or any other address one Party subsequently provides to the other Party to this Agreement for notice purposes.

**MODIFICATION**

This Agreement may only be modified, or any rights under it waived, by a written document executed by both Parties.

**RELATIONSHIP**

Nothing in this Agreement is intended or shall be construed to establish any relationship of agency, partnership, joint venture or employment between the Parties, and the Parties (a) expressly disclaim such relationship, (b) agree that they are acting solely as independent contractors hereunder, and (c) agree that they have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein. Neither Party has any authority to act as an agent for, or to incur any obligations on behalf of or in the name of, the other Party or its affiliates.

**ASSIGNMENT**

This Agreement is not assignable. Any attempted assignment shall be void.

**SEVERABILITY**

If any one or more of the provisions of this Agreement, or the application thereof in any circumstance, is held to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of such provision(s) in every respect and the remaining provisions of this Agreement shall be unimpaired, and this Agreement shall continue in full force and effect, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereof.

**COUNTERPART SIGNATURES**

This Agreement may be executed in one original or two counterparts and an electronic signature shall be treated as an original signature.

**CDT Acceptance**

**Name:** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

**Collaborative Divorce Texas**

1400 Preston Road  
Suite 400  
Plano, TX 75093  
(972) 386-0158  
Email: ronda@collaborativedivorcetexas.com

**Total Due:** \_\_\_\_\_

**Advertisers Acceptance**

**Name:** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

**Contact Address & Email**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Payment Method:**    **Check**     **Credit Card**   
   **Annual**     **Monthly**

- For annual payment by check, please mail it with your Agreement to the CDT office address.
- Monthly payment requires CC on file.