

Foothill Tours, LLC
SMOKY MOUNTAIN CONNECTION WEBSITE ADVERTISING CONTRACT
smokymountainconnection.com

RESPONSIBILITIES OF FOOTHILL TOURS, LLC (FHT)

FHT agrees to display the Advertiser's business name and Link, if available, (Advertisement, collectively hereafter) on the Home Page and randomly throughout its website known as smokymountainconnection.com (SMC Website, collectively hereafter) for a period of 365 consecutive days under the terms and conditions of this Agreement. Smoky Mountain Connection website is owned and operated by Foothill Tours, LLC.

RESPONSIBILITIES OF ADVERTISER

The Advertiser agrees to supply a suitable Advertisement complete with signed Agreement and payment for the right to advertise on SMC Website for a period of 365 consecutive days and further agrees to abide by the provisions of this Agreement.

DEFINITIONS

"Advertisement" shall mean digital image of Advertiser's business name or logo and Link, supplied by Advertiser

"Link" shall mean an electronic connection connecting the SMC Website to the Advertiser's business website

"Effective Start Date" is determined by FHT and shall mean the actual date the Advertisement begins being displayed and also represents the official commencement of this Agreement

CONTRACT TERM

Following receipt of payment and acceptable information including link URL and Ad content, the Advertisement will commence being displayed on the SMC Website within a reasonable amount of time and will continue to be displayed for the 365 consecutive day duration of the contract from that day forward. The date at which the Advertisement is first displayed shall also be known as the effective start date of this Agreement. The Advertiser is encouraged to renew this Agreement annually! Your continued sponsorship is greatly appreciated by Foothill Tours!

PAYMENT

Advertiser shall pay to Foothill Tours, LLC., the amount agreed to on the "Website Order Form" section of this contract in exchange for the right to have posted a company name and/or banner/logo and Link, to the Home Page and random pages of the SMC website for a period of 365 consecutive days in accordance with the provisions of this Agreement. Any money paid to the FHT by the Advertiser will be fully refundable, not including accrued interest, if any, up to the Effective Start Date of the advertisement.

RIGHT TO REFUSE UNACCEPTABLE ADVERTISING

FHT reserves the right to refuse any Advertisement that does not completely conform to the guidelines that may be instituted by FHT for the SMC Website. FHT will not accept advertising from companies that produce, sell or specifically advertise pornographic products or services or any other advertising which may be considered inappropriate in the judgment of FHT. FHT reserves the right to define "inappropriate" in this context. This Agreement shall be considered null and void if it is discovered that Advertiser has failed to disclose any involvement contrary to the intent of this paragraph and any remaining dollar amount representing any unused advertising shall be forfeited.

STATISTICS

FHT makes no guarantee regarding the absolute accuracy of any of its published or unpublished statistics. FHT shall not be held liable for any claims as they relate to any statistics, usage, or otherwise. FHT is not required to provide Advertisers with usage statistics.

TRUTH IN ADVERTISING/INDEMNIFICATION FOR LIABILITY

Advertiser is solely responsible for any legal liability arising out of or relating to (1) the Advertisement, and/or (2) any material to which users can link to through its Advertisement.

Advertiser warrants that the Advertisement and Link supplied comply with FHT's advertising standards; that it holds the necessary rights to the Advertisement and Link, if applicable, and that the use, reproduction, distribution, or transmission of the 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, 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 agrees to indemnify FHT and to hold FHT and its assigns harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by FHT, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

LIMITATION ON DAMAGES

In no event shall FHT 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 FHT has been advised of the possibility of such damage.

HOLD HARMLESS

The Advertiser agrees to hold FHT and/or its assigns harmless for content of its advertising. Advertiser further agrees to indemnify FHT from any and all claims and/or damages arising from its advertising.

DISCLAIMER

The FHT and its assigns shall be held harmless for the unintentional and temporary interruption of an Advertisement due to unforeseeable circumstances beyond its scope of normal control.

ASSIGNMENT

Advertiser shall not assign this Agreement to a third party without first obtaining the written consent of the FHT. Any attempt to assign this Agreement without such consent shall render it null and void and any remaining dollar amount representing any unused advertising shall be forfeited.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

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 FHT pricing information, whether printed on paper or electronically. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

ATTORNEY FEES

In the event of any dispute or default as to the terms of this Agreement, the prevailing party shall be entitled to recovery of reasonable attorney fees and costs in addition to any damages occasioned thereby.

REFUND

The Advertiser has the right to cancel the agreement with FHT before the link, page or banner is posted on the Smoky Mountain Connection website.