

TERMS & CONDITIONS

1. PARTIES TO CONTRACT/ASSIGNMENT. This Airboating Magazine LLC Advertising Contract, including the face sheet and these Terms and Conditions (together the "Contract") is between Publisher and Advertiser. Publisher may assign this Contract, but Advertiser may not do so without Publisher's written consent.

2. DEFINITIONS. (a) "Advertising" means items specified on the Contract face that are to be published and for which a charge is assessed; (b) "Advertiser" means the business, person, or other legal entity shown as the Advertiser on the face of the Advertising Contract, its owners and successors; (c) "Airboating Magazine LLC" magazine means the printed periodical; (d) "Deadline" means the 1st day of the printing month (February 1, April 1, June 1, August 1, October 1, or December 1, as applicable); (e) "Issue Date" means the first day of the month identified on the cover of a magazine; (f) "Issue Life" means the time between a magazine's Issue Date and the Issue Date of the next succeeding issue of the magazine; (g) "Magazine Advertising" means advertising that appears within an Airboating Magazine LLC magazine; (h) "Publisher" means the Airboating Magazine LLC company that publishes magazines for communities located in the state of Florida; (i) "Renew/Cancel Date" means the date by which Publisher must receive written notice of Advertiser's decision either to renew or cancel Magazine Advertising, if applicable.

3. EFFECTIVE DATE/CANCELLATION BY CUSTOMER/NEW RATES/REJECTION BY PUBLISHER. (a) This Contract is effective either when Customer signs this Contract or when Customer verifies in writing for Advertising (including e-mail verification). (b) The Advertising is to be placed in the issue of the magazine specified on the Contract face and each succeeding issue, until canceled by Advertiser or Publisher, or superseded by a subsequent contract. (c) Advertiser may cancel this Contract, in whole or in part, only by written notice signed by an authorized representative of Advertiser sent by "U.S. Certified Mail" to Publisher at Publisher's address on the Contract face. When the entire schedule of a contract is not used, advertiser will be short-rated and billed for the difference. The advertiser will be billed at the current one-time rate when multiple insertion contracts and/or insertion orders are not on file with the publisher. The Advertiser has the option to revise and contract to increase or decrease the frequency rate. In the event of a contract revision, the advertiser will be either short-rated or credited, depending on the actual earned space used or to be used. (d) For Magazine Advertising, as to the issue of the magazine specified on the Contract face, Advertiser must deliver notice of cancellation to Publisher on or before the Deadline date on the Contract face. If the Contract is signed/executed after the Deadline date, Advertiser must deliver notice of cancellation to Publisher within three (3) days of execution. Regarding a subsequent issue of the magazine, notice of cancellation must be received on or before the Deadline date applicable to such issue. (e) If Publisher does not receive notice of cancellation of an item of Magazine Advertising with respect to a subsequent issue of a magazine as required by this Section 3, and if Publisher elects to publish the Advertising, Advertiser will pay for the Advertising in the subsequent magazine at the then-existing undiscounted rates. (f) Publisher may, at any time prior to publication and with notice to Advertiser, cancel and/or reject this Contract, in whole or in part, for any reason as determined by Publisher in its sole discretion, and in such event, this Contract will remain effective as to any Advertising not canceled or rejected.

4. MAGAZINE ISSUE LIFE/EXTENSIONS AND REDUCTIONS/DELIVERY. (a) The Magazine Issue Life is in two-month intervals, (b) Publisher makes general distribution of the magazine to businesses in the distribution scope of the magazine. The distribution of magazines shall be at the discretion of the Publisher. Publisher may change the distribution scope of a magazine without notice to Advertiser. Publisher does not warrant the number or percentages of businesses that will receive or use the magazine or that will view any heading or the Advertising, or warrant the manner or timing of delivery.

5. ADVERTISING RIGHT TO RENEW/MINIMUM RATE/NOTICE NOT REQUIRED. (a) If a Renew/Cancel Date is printed on the Contract face, Advertiser has the right to renew the Advertising specified on the Contract face for the next succeeding magazine issue provided that Advertiser executes a new Contract on or before the Renew/Cancel Date for such succeeding issue at the rate(s) established by the Publisher. If no Renew/Cancel Date is specified, then the right of renewal does not apply. (b) Publisher has the right to cancel Advertiser's right to renew, without notice and without further obligation to Advertiser if, among other reasons: Advertiser does not agree to pay the rate(s) established by Publisher; Advertiser has been past due as to any item of Advertising for sixty (60) days or more; Advertiser owes past due advertising charges as of the Renew/Cancel Date; Advertiser's Advertising does not comply with Publisher's policies, specifications, and guidelines; or, Publisher discontinues the Advertising. (c) Publisher has no responsibility to remind Advertiser of any impending Renew/Cancel Date or to initiate contact with Advertiser in respect to any renewal or cancellation.

6. PAYMENT FOR ADVERTISING. (a) Advertiser will pay the charges specified on the Contract face (plus any applicable taxes) at the times specified on Publisher's invoices. All invoices must be paid before the magazine is printed for the specified issue(s). Any Advertising over \$50.00 submitted on or after the 5th day of the printing month must be paid by credit card or cash equivalent (e.g., cash, bank draft, money order, or cashier's check). Publisher typically bills on a monthly basis, however Publisher may require payment on other than a monthly basis for credit or other reasons. All invoices are payable in Tarpon Springs, Florida. (b) Upon Advertiser's failure to pay any invoiced amount when due, Publisher may remove the Advertising, in whole or in part, from any print, or Internet/electronic magazine. (c) Publisher may require Advertiser to provide information regarding its creditworthiness. Publisher has the right to allocate and apply periodic payments received from Advertiser to and among charges owed by Advertiser, as it sees fit. Advertiser waives any defense to payment of the entire amounts specified on the Contract face based upon Advertiser's conditional tender of less than the full amount due, an offer to compromise made by Advertiser, or an alleged accord and satisfaction. No acceptance of any payment or any instrument marked with a restrictive covenant or other limited or conditional endorsement will be deemed a waiver of Publisher's rights. The advertising charges specified on the Contract face are fully due and payable, notwithstanding: any disconnection of telephone service to any telephone number appearing in any advertisement/listing; any discontinuance or change of location of the telephone service or Advertiser's advertised business; or, any change of, or transfer of ownership of, any advertised business. Customer will be liable to Publisher for returned check fees and any other fees allowed by law. Publisher has the right, but has no obligation to disclose any or all information it has concerning Advertiser to third parties, including credit reporting agencies. (d) LATE PAYMENT INTEREST CHARGE. If payment is not made by the due date on Publisher's invoices and/or this Contract, Advertiser agrees to pay an interest charge of 1 1/2% per month (or the highest lawful rate if it is less) beginning on the billing date, or the past due amount until paid. Advertiser agrees that this interest charge is a reasonable charge to compensate Publisher for the inability to use the funds Advertiser has not paid to Publisher. (NOTE: NO INTEREST CHARGE APPLIES IF ALL PAYMENTS ARE PAID WHEN DUE.) (e) COLLECTION ACTIVITY FEE.

7. LIMITATION OF LIABILITY/NO WARRANTY/PROOF COPY NOT GUARANTEED. Publisher's acceptance of this Contract and the rates charged for the advertising and other services are based upon Publisher's Limitation of Liability as set out in this Section 7 and upon Advertiser's agreement to all other terms and conditions of the Contract. Advertiser agrees that errors or omissions will sometimes occur in processing a request for advertising or in the publication or delivery of advertising, and that Publisher cannot and does not guarantee that advertising will be published and/or delivered without error or omission by Publisher, due to the possibility of such errors or omissions occurring. Publisher has no obligation to give Advertiser or any third party notice of such errors or omissions, or to correct them by recalling or reprinting magazines, or by performing supplemental delivery. Publisher is not liable to customer for an error or omission if it was caused by an act of God, labor stoppage, governmental authority or other act beyond Publisher's reasonable control. Publisher's maximum liability to customer for any error, omission, or other default is limited as stated herein, regardless of whether Advertiser alleges claims against Publisher in contract or in tort, or other basis in law or equity. In the event of an error, omission, or other default in the publication of an item of advertising, Publisher shall be liable to Advertiser for the amount (as determined by Publisher) by which the value of the item of advertising was decreased, in no instance to exceed the total amount Advertiser actually paid for the item or advertising, and shall be issued as a credit toward advertising in a future issue of the magazine. Publisher shall not be liable for any error, omission, or other default in delivery or as to items for which no charge is assessed. Publisher will not be liable for lost profits or any other consequential damages, including exemplary, incidental, indirect, or punitive damages. (c) Publisher is not obligated to provide and does not warrant it will provide Advertiser with a proof copy (or "ad copy") of the advertising. Advertiser's obligation to pay is not contingent upon Advertiser's receipt and/or approval of a proof copy, regardless of whether a proof copy is requested for the advertising.

8. INTEGRATION/MODIFICATION/CONSTRUCTION/JURISDICTION AND CHOICE OF LAW. (a) This contract is the entire agreement between Publisher and Advertiser concerning the advertising specified on the face of the Contract, and supersedes any and all prior agreements between the parties. The Contract cannot be modified except in writing signed by both parties. Only the magazine owner may sign any such writing on behalf of Publisher. (b) Other than as provided in Section 8(a), no oral or written representation made by Publisher's independent contractor sales representative or any employee, which purports to modify this contract, is binding on Publisher. Moreover, Advertiser confirms that no such representation has been relied upon by Advertiser in entering into this contract. (c) If any provision of this Contract is held to be invalid under the law, the remaining provisions shall be enforceable. (d) This Contract may be executed in counterparts and by facsimile copies. All executed copies are duplicate originals, equally admissible in evidence. (e) Advertiser's claims or causes of action arising from or related to the Advertising will be filed in the state court of the state in which the communities included in the affected magazine are primarily located. (f) This Contract will be construed in accordance with the laws of the forum chosen in accordance with Section 8(e) and will be construed without effect to the applicable state's conflicts of law principles.

9. ADVERTISER'S WARRANTIES AND OBLIGATIONS/INDEMNIFICATION BY ADVERTISER. (a) Advertiser warrants that it will provide Publisher with all information necessary to publish the Advertising and will do so in a timely manner; all information in the Advertising is accurate, not misleading, and complies with all applicable laws and licensing requirements; no item of Advertising requested by Advertiser violates the right of any third party; Advertiser is authorized to be and is engaged in the business of providing the products and/or services corresponding with the heading under which the Advertiser wishes to advertise; and Advertiser is the sole beneficial owner of the Advertising purchased in this Contract and has not and will not resell it or any interest in it to any third party; (b) Advertiser is responsible to return any proof copy(ies), approved and/or corrected as appropriate, on or before the deadlines established by Publisher. (c) As to advertising created by Publisher for Advertiser, Advertiser is responsible to review said advertising and confirm that it is accurate, that Advertiser has the right to use and publish any name, address, trade name, trademark, service mark, picture, likeness, logo, reproduction, endorsement, copyrighted or copyrightable item or other content as included in such advertising. (d) Advertiser warrants that Advertiser will honor any promise, offer, or other statement set forth in the Advertising during the entire life of the Advertising, or until an expiration date stated in the Advertising, whichever occurs first. (e) Advertiser agrees to indemnify and hold harmless Publisher, its parent(s), and affiliates, and their directors, officers, employees, and agents, against all claims and liabilities, including attorney fees and other expenses incurred in the defense of any claims, arising from Advertiser's advertising including, without limitation, claims that the advertising infringes on a third party's trademarks, copyrights, or other intellectual property rights, contains misrepresentations or does not otherwise comply with Advertiser's legal obligations. (f) Advertiser's obligations under this Section 9 survive the termination or cancellation of this contract.

10. INTELLECTUAL PROPERTY. (a) The following applies to the Advertising, or any portion thereof, including but not limited to, text, graphics, illustrations, symbols, logos, and photographs (together "Artwork") to be published on behalf of Advertiser. If any Artwork was created by Publisher or by another party on Publisher's behalf (collectively, "Publisher's Artwork"), Publisher owns all rights, title, and interest in and to the copyright to such Artwork. Publisher may therefore use, publish, reproduce, distribute, display publicly, promote, perform, resize, rearrange, modify, and create derivative works of Publisher's Artwork and the Advertising in which it is used, for publication in any of the magazines, or in any other magazine or advertising product or service, whether in print, Internet, electronic, or other format, in perpetuity. In addition, Publisher may sell, license, or otherwise transfer an interest in Publisher's Artwork without any accounting the Advertiser. To the extent that Advertiser claims any right, title, or other interest in and to the copyright in Publisher's Artwork or in the Advertising, Advertiser irrevocably assigns this interest to Publisher. If any Artwork was created by Advertiser, or by a third party on Advertiser's behalf (collectively "Advertiser's Artwork"), Advertiser warrants and represents that it has the right to use, publish, reproduce, distribute, display publicly, promote, perform, resize, rearrange, modify, and create derivative works of Advertiser's Artwork for publication in advertising on Advertiser's behalf in any of the magazines, or in any other magazine or advertising product or service, in whatever format, now or in the future. Advertiser will notify Publisher immediately if Advertiser becomes aware of any facts or circumstances indicating that any of Advertiser's representations in the Section 10(a) are untrue. (b) If Publisher receives notice that another person or entity contests Advertiser's right to use a logo, name, trademark, service mark, or other content Advertiser requested to be printed, Publisher may terminate this Contract in its entirety and/or reject or cancel the Advertising, without liability, until such time as Advertiser has resolved the dispute with the other party to Publisher's satisfaction. (c) If Advertiser's right and authority to use any advertising content is terminated or otherwise changes or any proceeding contesting that right is begun, Advertiser will immediately provide written notice to Publisher, to the address on the Contract face. (d) Advertiser is solely responsible for the enforcement and protection of Advertiser's intellectual property included in the Advertising. (e) Publisher shall have the irrevocable right to use the Advertising in any materials advertising, promoting, and/or publishing the Publisher's services. Advertiser may not reproduce the Advertising for any purpose without the express written permission of Publisher. (f) Except as otherwise provided herein, Publisher owns the copyright in and to each magazine and all other intellectual property in or on each magazine.

11. MISCELLANEOUS. Advertiser agrees to the following: (a) Publisher has the sole right and discretion to operate its business in any manner it chooses, including but not limited to the right to determine and/or change the name, look, content, headings, sequence of headings, design, publishing policies, specifications and guidelines, printing, publication, and distribution (including Issue Life and delivery period) of each of the magazines, or any other magazine or other advertising product or service, in whatever format, now or in the future. Publisher has the right to reject Advertising that does not comply with its publishing standards and guidelines. Instead of rejecting Advertising in its entirety, Publisher may, but is not required to, change a portion of the Advertising without notice to Advertiser, to resolve a specifications and standards conflict. Publisher does not warrant to Advertiser that advertising or other Advertisers will comply with such publishing standards and guidelines. Publisher is not obligated to publish any advertising that Publisher, in its sole discretion, deems unacceptable. Publisher does not guarantee that the advertising will be in any specific sequence or position in a magazine. Publisher has the right to place advertising in any position in a magazine (including within headings or pages therein) and to introduce new advertising products that may result in a change in the position of Advertising in a magazine. (b) The failure of Publisher to insist upon strict adherence to any term of this Contract on any occasion shall not be considered a waiver thereof. Any waiver by Publisher must be in writing and, unless otherwise stated, shall be strictly limited to the circumstances explicitly waived and shall not deprive Publisher of the right to insist upon strict adherence to the term waived in any and all other circumstances or to insist upon strict adherence to any other term of the Agreement. (c) Advertiser will not represent to any third party that Publisher approves or endorses any product or service of Advertiser. (d) Publisher may publish advertising of any other party in any magazine at any time. (e) Publisher may create, revise, or cancel a Publisher discount or promotional offering at any time prior to the effective date of this Contract. No discount offered to Advertiser obligates Publisher to offer any future discount not specifically included in the initial offer. (f) Advertiser waives all provisions of state and federal so-called "Do Not Call," "Do Not E-mail," and "Do Not Fax" laws in respect to Publisher placing telephone calls, e-mails, and faxes to Advertiser and agrees to accept such phone calls, faxes, e-mails, and other communications from Publisher or Publisher's agents related to Publisher's services including future services. Advertiser will provide contact telephone numbers, fax numbers, physical addresses, and e-mail addresses, if any, to Publisher upon request. (g) Publisher may record and/or monitor Advertiser's telephone conversations with Publisher. (h) Publisher does not guarantee exclusivity in a business category for any Advertising.