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Hair Art & Mobile Salon NETWORK Advertising Agreement

This Advertising Agreement (“Agreement”) is made and entered into as of the [date] (“Effective Date”) by and between:

- (1) Mobile Salon NETWORK (“the Advertising Agency”), affiliated to Shops and Salons NETWORK, 3824 Cedar Springs Rd, 406, Dallas, TX 75219 and;
- (2) [company name] (“the Advertiser”), [and address]

As part of this agreement, The Advertiser has agreed to purchase products/services from the Advertising Agency subject to the terms and conditions laid out in this agreement.

1. ADVERTISING PERIOD

1.1. This agreement shall be deemed to have commenced on [date] and shall continue until [date] (“the Advertising Period”).

In the event of the cancellation of the advertising for whatever reason, this Agreement shall be null and void. The Advertising Agency shall forthwith return to the Advertiser the balance of the sum referred to in clause 2 and paid to the Advertising Agency together with full accounting of the monies expended from the said sum. There will be a 15% monetary penalty for the withdrawal to facilitate the amicable closure of this agreement.

2. ADVERTISING FEE

2.1. Subject to the provisions of this agreement and to the Advertising Agency performing its obligations hereunder and in consideration of the rights granted by the Advertising Agency to the Advertiser, the Advertiser agrees to pay an Advertising Fee of [\$ amount] per annum (“the Fee”) in one lump sum for Advertising Package: _____ .

2.1.1. Invoices are to be sent to: (Advertiser, please indicate preferred method and point of contact.)

[Name of Advertiser Contact
Address line 1 or Email
Address line 2 or Fax
City, State Zip Code]

2.2. The Advertising Agency acknowledges and confirms that, save as otherwise expressly recorded in this Agreement; the Advertiser shall not be liable to the Advertising Agency or any other person for any additional cost or expense besides the annual Advertising fee.

3. ADVERTISER'S RIGHTS

3.1. In return for the Fee laid out in point 2, the Advertising Agency shall provide Advertiser branding message with the following benefits:

The Mobile Salon NETWORK will facilitate the Advertiser's promotion via the following:

Hair Art Haircuts

Hair Art Hair Styles

Co-Branded Mobile Salon Vehicle Wrap

Hair Art TV Commercials

Hair Art Magazine Ad Space

In Events Brand Promotion

Social Media Mentions

Email Blast Mentions

Promotional material of the Advertiser shall be distributed at specific Events throughout the length of this agreement.

The Advertiser's logo (with a link as applicable) shall be displayed on all promotional material and electronic newsletters distributed related to the Events. The Advertiser will be granted the opportunity to speak at up to two Events over the course of the agreement.

3.2. The Advertising Agency agrees to provide a representative to the Advertiser, if they so wish, to report back, ensuring the terms of the agreement are fulfilled.

3.3. Advertiser will receive a report for each Event their branding is included in. Advertiser will also receive Metrics and digital/print proof of execution of any particular daily activities that involve their brand on a monthly basis.

4. THE ADVERTISER'S OBLIGATIONS

In exercising the said rights and licenses, the Advertiser shall, subject to receiving appropriate invoices, pay the recipient the Advertising fee when the same falls due for payment as set out in Clause 2. Advertiser will also facilitate any royalty-free licensing permissions necessary for Advertising Agency to execute their obligations, provide requested data, and will review any requests for additional support via materials or financial support for add-on expenses to ensure the success of any campaigns Advertiser wishes to participate in that may be deemed outside the scope of this agreement.

5. THE ADVERTISING AGENCY'S EXERCISE OF RIGHTS

The Advertising Agency shall not use any of the rights granted herein and shall ensure that no member of the Advertising Agency shall make any public statement in a manner which, in the reasonable opinion of the Advertiser, is or might be prejudice or defamatory to the image and reputation of the advertiser.

6. RENEWAL

The Advertising Agency agrees to give the Advertiser the option to renew this agreement under the then current financial requirements of the advertising package Advertiser seeks to partake in. If Advertiser anticipates renewing or continuing to receive advertising services at any level, Advertiser will notify Advertising Agency in writing no less than 120 days prior to the end of the current agreement. If Advertiser intends to withdraw at the end of the one year advertising agreement, Advertiser will notify Advertising Agency in writing no less than 120 days prior to the end of the current agreement.

7. AMENDMENTS

No amendment or variation of this Agreement is valid or binding on a party unless in writing and executed by all parties.

8. GENERAL

8.1. Compliance with Laws

In performing its obligations under this Agreement, each party will comply with all statutes, orders, by-laws, regulations or other laws of any Governmental Agency.

8.2. Relationship of Parties

Nothing in this Agreement will be construed to place the parties in the relationship of partners, joint venturers, principal and agent, or any other legal or equitable relationship in which any one of the parties may (except as specifically provided in this Agreement) be liable for the acts or omissions of the other party and no party has the authority to bind or obligate the other party in any matter whatsoever.

8.3. Costs and Expenses

Each party must pay its own legal costs and expenses for the negotiation, preparation, completion and stamping of this Agreement.

8.4. Governing Law and Jurisdiction

8.4.1. This Agreement is governed by the law of the State of Texas.

8.4.2. Each party submits to the exclusive jurisdiction of the courts of the State of Texas and the courts hearing appeals from them.

9. ASSIGNMENT

This agreement is made solely with the Advertiser and except with the written permission of the Advertising Agency shall not be assignable.

10. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties in relation to the subject matter of this Agreement and supersedes any previous agreement, whether written or oral, between the parties in relation to that subject matter.

IN WITNESS WHEREOF, duly authorized representatives of each of the parties have executed this Agreement as of the Effective Date.

ADVERTISER:

ADVERTISING AGENCY:

Signed

Signed

Name

Name

Title

Title

Email

Email

Phone #

Phone #