

# NEW ENERGY NARRATIVE

- Your #1 Resource for New Energy News -

300 Packerland Dr #13464, Green Bay, WI 54307 | Tel: (920) 819-0446 | Email: corygroshek@gmail.com  
www.NewEnergyNarrative.com

## WEBSITE BANNER ADVERTISING AGREEMENT

Advertiser:	Contact Name:
Contact Phone:	Contact Email:
Contact Address:	
URL (website) of banner ad*:	

**\* Please note the following banner ad size limits:**

- For horizontal banner ads, no larger than 970x90
- For vertical banner ads, no larger than 300x600

Advertising Options	Rates* (please check one box for each advertising option selected)			
<input type="checkbox"/> Horizontal banner ad, header of website Desired advertising start date:	<input type="checkbox"/> \$2500 (3 months)	<input type="checkbox"/> \$5000 (6 months)	<input type="checkbox"/> \$7500 (9 months)	<input type="checkbox"/> \$10,000 (12 months)
<input type="checkbox"/> Horizontal banner ad, footer of website Desired advertising start date:	<input type="checkbox"/> \$2000 (3 months)	<input type="checkbox"/> \$4000 (6 months)	<input type="checkbox"/> \$6000 (9 months)	<input type="checkbox"/> \$8000 (12 months)
<input type="checkbox"/> Vertical banner ad, below news category of your choice Desired advertising start date:	<input type="checkbox"/> \$2000 (3 months)	<input type="checkbox"/> \$4000 (6 months)	<input type="checkbox"/> \$6000 (9 months)	<input type="checkbox"/> \$8000 (12 months)
<input type="checkbox"/> Horizontal banner ad, inside NEN Exclusive article Desired advertising start date:	<input type="checkbox"/> \$1000 (3 months)	<input type="checkbox"/> \$2000 (6 months)	<input type="checkbox"/> \$3000 (9 months)	<input type="checkbox"/> \$4000 (12 months)

\* All rates in US Dollars, unless otherwise specified

Please use this section to describe where you would like your vertical banner ad or in-article banner ad placed on the site, if applicable, or to provide any other special instructions to us, such as to what web address(es) or content you would like your banner(s) to link to:

**Payment Options\***

- Check Enclosed or in the Mail (made payable to New Energy Narrative at 300 Packerland Dr #13464, Green Bay, WI 54307)
- Send Me an Invoice (via PayPal, from corygroshek@gmail.com)

TOTAL AMOUNT BEING PAID:

\* Please note that no advertisements will be shown until payment is received in full

**ADVERTISING TERMS & CONDITIONS**

- 1) Advertiser acknowledges that the sole obligation of New Energy Narrative and Cory Groshek ("NEN") is to display a banner advertisement (the "Banner") from Advertiser which conforms to the specifications set forth elsewhere in this agreement (the "Agreement"). In this regard, Advertiser agrees that (i) NEN has the right to market, display, perform, transmit, and promote the Banner, and (ii) users of NEN's services have the right to access and use the Banner and any content and/or services directly linked to the Banner (the "Linked Content").
- 2) Advertiser understands that it is Advertiser's responsibility to supply NEN with the Banner graphic(s) relative to this agreement and that NEN has the right to refuse to display any Banner which contains copy that is deemed unacceptable. Such copy includes, but is not limited to, copy that is false, misleading, indecent, sexually offensive, libelous, unlawful, or which infringes upon the rights of any third party. Copy that contains Advertiser's logo, slogan, individual company website link, or other contact information customers or investors may find necessary to use Advertiser's services are generally acceptable. Advertiser understands that NEN shall have the right, at any time, to remove any of Advertiser's Banner(s) from NEN's website and/or terminate this agreement if NEN determines, in its sole discretion, that Advertiser's Banner, Linked Content, or any portion thereof (i) violates NEN's then applicable advertising policy; (ii) violates any law, rule or regulation or if NEN is directed to do so by any law enforcement agency; or (iii) is otherwise objectionable to NEN, in which case NEN shall refund to Advertiser a pro rata portion of the fee which Advertiser has paid to NEN for display of the Banner (if Advertiser has paid NEN a flat fee).
- 3) Advertiser affirms that its Banner copy does not infringe on the copyright or other intellectual property rights of any third person, business, or corporation. Advertiser further affirms that its Banner copy does not contain any libelous or slanderous materials, does not unlawfully invade another party's privacy, nor contain any obscenities. Advertiser affirms that it has the unrestricted right to use all trademarks, service marks, logos, graphics, portraits, photographs, pictures, and/or artwork contained in Advertiser's Banner copy and/or graphics. This section shall remain in effect after termination of this Agreement.
- 4) Advertiser understands that once this Agreement is executed, there shall be no refunds or proration of advertising rates if Advertiser voluntarily (or of their own accord) elects to discontinue display of the Banner prior to the expiration of the agreed upon advertising term. The only situation that will give rise to Advertiser being refunded any portion of their advertising rate is, as described above, a situation in which NEN involuntarily removes any of Advertiser's Banner(s) from NEN's website and/or terminates this agreement in a unilateral fashion. In such a situation, Advertiser will be notified of the reason for the removal of said Banner(s) and/or the termination of this agreement and promptly refunded the prorata amount they are due within a reasonable period of time (generally, within 24 hours), via the same method of payment that Advertiser used to pay NEN.
- 5) Advertiser understands that all advertising orders are accepted subject to the terms and provisions of NEN's current advertising rates and that these advertising rates are subject to change. Accordingly, should Advertiser order additional advertising services from NEN after the date of this Agreement, such advertising services will be invoiced in accordance with NEN's advertising rates at the time of any such order.
- 6) Advertiser understands that in the event of an error or omission caused by NEN with regards to Advertiser's Banner or the placement of same, NEN will correct the error within a reasonable period of time (generally, within 24 hours), after receiving written notice from Advertiser of the error or omission. Errors or omissions caused by any other party, including Advertiser, may also be corrected, assuming a written request for correction is made to NEN. Such corrections, too, will be made within a reasonable period of time from the date of their request (again, within 24 hours, generally). Where any error or omission, as described above, is due solely to the actions (or lack thereof) of NEN, NEN hereby agrees to provide an advertising extension to Advertiser, at no additional charge, for a period equal to the number of calendar days between the date of receipt by NEN of notice of the error or omission through the date of the correction

of the same. Advertiser shall not be entitled to any other compensation for such error or omission due to NEN’s actions (or lack thereof). The above limited remedies shall apply to all claims, causes of action, damages, fines, penalties, or liabilities that Advertiser may have against NEN, including but not limited to, claims based on breach of contract, torts (such as negligence or recklessness), or product liability.

- 7) Advertiser agrees that under no circumstances shall NEN be liable to Advertiser for indirect, incidental, consequential, special, or exemplary damages (even if such damages are foreseeable, and whether or not NEN has been advised of the possibility of such damages) arising from any aspect of the advertising relationship provided for herein. NEN shall in no event be liable to Advertiser for more than the total amount paid to NEN by Advertiser hereunder. NEN makes no representations, and hereby expressly disclaims all warranties, express or implied, regarding NEN’s services or any portion thereof, including any implied warranty of merchantability or fitness for a particular purpose, and implied warranties arising from course of dealing or course of performance. Without limiting the generality of the foregoing, NEN specifically disclaims any warranty regarding (i) the number of persons who will access Advertiser’s Banner and (ii) any benefit Advertiser might obtain from including the Banner within NEN’s Web site. Furthermore, NEN makes no warranty that NEN’s website is free of viruses or potentially damaging code and thus disclaims any implied warranty of quality of any computer programs, any and all implied warranties of informational content, and any and all warranties as to any efforts made to achieve a particular purpose.
- 8) Advertiser agrees that Advertiser is solely responsible for any legal liability arising out of or relating to Advertiser’s Banner and/or the Advertiser’s **Linked Content**. Advertiser represents and warrants that (i) the Banner complies with NEN’s advertising standards; (ii) Advertiser holds the necessary rights to permit the use of the Banner by NEN for the purposes of this Agreement (iii) the use, reproduction, distribution or transmission of the Banner will not violate any criminal laws, rules or regulations 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; (iv) neither the Banner nor the Advertiser's **Linked Content** shall advertise or enable the sale of alcohol to persons under 21; (v) neither the Banner nor the Advertiser's **Linked Content** shall advertise or enable the sale of tobacco or tobacco products to persons under 21; and (vi) Advertiser's **Linked Content** complies with all laws, rules, and regulations of the state, country, or territory in which it is located. Advertiser agrees to indemnify NEN and to hold NEN harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by NEN, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.
- 9) Advertiser agrees that all of NEN’s duties and/or obligations assumed under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency or employment relationship, nor a joint venture or partnership, between NEN and Advertiser. Accordingly, Advertiser understands that NEN may unilaterally terminate this Agreement at any time in the event of material breach of this Agreement by Advertiser.
- 10) Advertiser agrees that this Agreement sets forth the entire agreement between Advertiser and NEN, and supersedes any and all prior agreements (whether written or oral) of NEN and Advertiser with respect to the subject matter set forth herein; provided, however, that all pricing will be governed by NEN’s current advertising rates, whether in print or electronic form. This Agreement may only be modified, or any rights under it waived, by a written document executed by both NEN and Advertiser. This Agreement shall be interpreted, construed and enforced in all respects in accordance with laws of the State of Wisconsin in the United States of America (“Wisconsin”), without regard to the actual state or country of incorporation or residence of Advertiser. Advertiser hereby irrevocably consents to the exclusive jurisdiction of the courts of the Wisconsin and the federal courts situated in the Wisconsin in connection with any action arising under this Agreement. Advertiser may not assign this Agreement, in whole or in part.

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**On behalf of Advertiser:**

**On behalf of NEN:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name:  
Title:

Name:  
Title: