



Impulse TV In-Store Advertising Agreement

Advertiser Name _____

Address _____

City _____ St _____ Zip _____

Phone _____ Fax _____

Billing Contact Name _____

Email Address _____

Web Site URL: _____

Impulse TV Media Location:

Professors Diner 58 Indian Head Road, Kings Park, NY 11754

AUTHORIZATION TO CREATE ADVERTISING - The Advertiser hereby authorizes PROFESSORS DINER to have an advertisement designed for the Advertiser, and to place same on its Computerized In-store Advertising System (hereinafter referred to as CIAS) located at the media location named hereinabove, and to maintain same for the period of time indicated hereinbelow.

TERM - The term of this Agreement shall begin on the first day on which the Advertiser's computerized ad appears on the PROFESSORS DINER's Computerized In-Store Advertising System (CIAS), and shall continue for a period of at least one year unless otherwise specified below.

RENEWAL - This Agreement is automatically renewable on a year-to-year basis for successive one year periods, unless either party terminates same by providing at least 30 days prior written notice.

PAYMENTS - In consideration of the services provided by PROFESSORS DINER, the Advertiser agrees to pay the total amount set forth herein below, in advance of the commencement by PROFESSORS DINER of any services for Advertiser. Failure of the Advertiser to make payment when due shall be considered to be a breach of this Agreement. Accordingly, the parties hereto agree that if the Advertiser fails to make payment(s) due hereunder, PROFESSORS DINER shall be entitled to cancel this Agreement without notice and to retain any deposit(s) made hereon as damages. Cancellation shall entitle PROFESSORS DINER to remove any or all of Advertiser's data, if any, from PROFESSORS DINER's Computerized In-Store Advertising System (CIAS).

MAINTENANCE - The Advertiser acknowledges and understands that from time to time, due to electrical failures, that there could be interruptions to the access of the PROFESSORS DINER's Computerized In-Store Advertising System (CIAS), which are beyond the control of PROFESSORS DINER. PROFESSORS DINER shall not be liable to the Advertiser for delay or failure in the performance of any of its obligations hereunder, or for any incidental or consequential damages arising therefrom.

SOFTWARE EXCLUSIVE PROPERTY OF PROFESSORS DINER - It is agreed by the parties that the PROFESSORS DINER's Computerized In-Store Advertising System (CIAS) and all programming and design of the Computerized In-Store Advertising System (CIAS) developed by PROFESSORS DINER and integrated within the PROFESSORS DINER's Computerized In-Store Advertising System (CIAS) are the sole property of PROFESSORS DINER, and that PROFESSORS DINER retains the exclusive right to operate the Computerized In-Store Advertising System (CIAS) located at the Media Location identified hereinabove.

ADVERTISING UPDATES & OTHER SERVICES - If the Advertiser requests that PROFESSORS DINER provide any production services or updates to its initial advertising, PROFESSORS DINER shall provide Advertiser with a price quotation for these services, and the Advertiser shall pay in advance for such services in addition to any other service or maintenance fees due hereunder.

RIGHTS, OBLIGATIONS, AND AGREEMENT TO HOLD HARMLESS - Advertiser agrees to hold PROFESSORS DINER harmless from any and all claims of any nature whatsoever which might arise in connection with Advertiser's Advertisement(s) or listing(s) on the Computerized In-Store Advertising System (CIAS). PROFESSORS DINER agrees to exercise reasonable care in making certain that Advertiser's advertising message(s) or listing(s), as initially posted on the Computerized In-Store Advertising System (CIAS) by PROFESSORS DINER, is without errors or omissions. Any error or omission caused by PROFESSORS DINER in posting advertising on the Computerized In-Store Advertising System (CIAS), shall not void this Agreement, and PROFESSORS DINER is not responsible for incidental or consequential damages arising from said errors and/or omissions. PROFESSORS DINER's liability, if any, shall be limited to the lesser of the annual maintenance fee or total cost to correct such error(s) or omission(s). PROFESSORS DINER shall have the right, in its sole discretion, to provide additional services to Advertiser as in-kind repayment in such event.

The Advertiser is responsible for the accuracy of all information posted by PROFESSORS DINER to its Computerized In-Store Advertising System (CIAS), and PROFESSORS DINER shall not be responsible for errors or omissions caused by the Advertiser. The Advertiser warrants that any information, photos or other materials provided by Advertiser and posted by PROFESSORS DINER to its Computerized In-Store Advertising System (CIAS) are free from claims or demands arising from copyright, talent fees, residuals, or other obligations arising from ownership of said information, photos or other materials.

The Advertiser shall indemnify PROFESSORS DINER, and its partners, directors, officers, agents, independent representatives, associate publishers and employees from any and all claims, loss, liability, and damage, including attorney fees, caused by or arising out of the display of Advertiser's Advertisement(s) and/or listing(s) on the Computerized In-Store Advertising System (CIAS), and shall defend at the Advertiser's own expense any litigation instituted by others against any of them resulting therefrom.

PROFESSORS DINER reserves the right to reasonably remove from its Computerized In-Store Advertising System (CIAS) any advertising message or theme, information, material, copy or layout which, in its sole opinion, is objectionable or otherwise inappropriate for inclusion on the Computerized In-Store Advertising System (CIAS), or in any way might adversely affect the integrity and/or professional reputation and goodwill of PROFESSORS DINER, its affiliates, subsidiaries, associate publishers or its advertisers, clients and information providers. Generally, advertising would be rejected that might violate any applicable state and/or federal law, regulation or third party right; encourage illegal activity or racism; infringe or misappropriate 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. Advertising for products and services related to pornography would also be rejected.

CANCELLATION - This Agreement shall be deemed to be non-cancelable by Advertiser. Notwithstanding this, in the event that the Advertiser informs PROFESSORS DINER that it wants its advertising removed from the Computerized In-Store Advertising System (CIAS), then any monies paid to PROFESSORS DINER by Advertiser shall be retained by PROFESSORS DINER, and no refunds shall be due to Advertiser. Should PROFESSORS DINER cancel this Agreement due to breach by Advertiser, then no refunds of any monies paid by Advertiser prior to such cancellation shall be due to Advertiser.

ASSIGNMENT OF AGREEMENT - The Advertiser shall not be entitled to assign any of its rights or obligations hereunder. PROFESSORS DINER shall have the right to assign, pledge or otherwise transfer its rights and obligations hereunder, but always, however, subject to the rights of the Advertiser under this Agreement. In the event of an assignment by PROFESSORS DINER, the Advertiser shall be obligated to the assignee in the same manner as previously obligated to PROFESSORS DINER.

ACCEPTANCE AND SUCCESSOR'S INTEREST - This Agreement shall not obligate PROFESSORS DINER in any way until it is accepted and signed by an authorized representative of PROFESSORS DINER. The Advertiser agrees that the terms of this Agreement cannot be waived or modified in any way by PROFESSORS DINER, except by written agreement signed by the Advertiser and an authorized officer of PROFESSORS DINER. Upon such acceptance, this Agreement shall be binding upon and inure to the benefit of all the parties hereto, their respective heirs, successors, executors, administrators, accepted assigns of the Advertiser and assigns of PROFESSORS DINER.

CHOICE OF LAW, VENUE, AND ADMISSIBILITY OF COPIES OF AGREEMENT -

This agreement is made subject to all federal, state, and municipal laws and regulations now or hereafter in force. The parties to this Agreement hereby agree to resolve all disputes arising out of and related to this Agreement by arbitration only, pursuant to the Laws of the State Of New York.

ATTACHMENTS: The following attachments, exhibits, schedules, amendments and addendums to this contract are fully incorporated as if fully stated herein:

ADVERTISING COST AND RUN SCHEDULE (attachment "A")

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have executed this Agreement on the date and year written below.

_____ Date _____
Advertiser - Print Name and Title

Advertiser Signature _____

**ADVERTISING COST AND RUN SCHEDULE (attachment "A")
Select One Of Below Advertising Options**

[] 12 months display advertising on Computerized In-Store Advertising System (CIAS) located at Professors Diner, Kings Park, NY (includes ONE screen of advertising, continually run in sequence throughout all hours that Professors Diner is open.

Monthly advertising rate \$16.50 x 12 Months = \$198.00 Total Advertising Cost

[] 12 months display advertising on Computerized In-Store Advertising System (CIAS) located at Professors Diner, Kings Park, NY (includes TWO screens of advertising, continually run in sequence throughout all hours that Professors Diner is open.

Monthly advertising rate \$22.00 x 12 Months = \$264.00 Total Advertising Cost

[] 12 months display advertising on Computerized In-Store Advertising System (CIAS) located at Professors Diner, Kings Park, NY (includes THREE screens of advertising, continually run in sequence throughout all hours that Professors Diner is open.

Monthly advertising rate \$29.00 x 12 Months = \$348.00 Total Advertising Cost

ONE-TIME DESIGN AND SETUP FEE: \$50 per unique screen

EDITS TO EXISTING ADS: \$25 per screen edited (limit of 1 edit per month/per screen)

**TOTAL COST OF ADVERTISING FOR THIS CONTRACT
(INCLUDING DESIGN & SET-UP) \$ _____**

Advertiser agrees to pay the Total Advertising Cost of advertising in full at the signing of this Agreement.

Accepted by Advertiser:

Advertiser Signature

Make check payable to the order of: TechVGroup

Mail signed copy of this agreement and your check to:

**TechVgroup
4101 Dublin Blvd Ste#442
Dublin, CA 94568**

Pay by credit card at <http://professorsdiner.com/advertising.html>

**For Advertising Rates, Submission, or other Information Contact:
(815) 572-5556**