



ADVERTISING AGREEMENT

SWAT REP:		DATE:		NEW AREA: <input type="checkbox"/>
COMPANY:		CONTACT PERSON:		
ADDRESS:			SUITE:	
CITY:	STATE:	ZIP:	OFFICE #:	
CELL #:	EMAIL:			

ADVERTISING DETAILS:

NEIGHBORHOOD	AD SIZE	# MONTHS	TERRITORY LEVEL	AD COST

AD TOTAL	
AD SAVINGS	
DESIGN	
TOTAL	

FIRST PUBLICATION (MONTH/YEAR) ____ / ____ LAST PUBLICATION (MONTH/YEAR) ____ / ____

PAYMENT	
BALANCE	

TERRITORY LEVELS: LEVEL 1: UP TO 2,000 HOMES LEVEL 2: 2,001-4,000 - HOMES LEVEL 3: 4,001-7,000 - HOMES LEVEL 4: 7,001-10,000 - HOMES

COMMENTS/DESIGN INSTRUCTIONS:

PAYMENT INFORMATION:

PAYMENT TYPE: <input type="checkbox"/> ACH <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMEX <input type="checkbox"/> DISCOVER		CCV:	EXP DATE:
CARD NUMBER:		NAME ON CARD:	
BILLING ADDRESS:			
CITY:	STATE:	ZIP:	

SIGNATURE: _____ DATE: _____

PARTIES. This Agreement for Advertising in The Pulse USA a publication in print and online, is made by and between the Client as identified on (page 1) of the agreement next to "Company Name" (hereinafter referred to as the "Client"), and SWAT Publishing, Inc., headquartered in Morristown, NJ (hereinafter referred to as "SWAT"). The Merchant in this agreement is the advertiser, and SWAT is the publisher.

PROVISION OF SERVICES. SWAT agrees to sell the Client a monthly insertion of an ad into The Pulse Publication(s) for a Total Monthly Payment shown on the face of this agreement.

PAYMENT FOR SERVICES. Each month the Client shall pay SWAT the total amount due monthly on the face of this agreement on or before the ad deadline of each month. The Client hereby authorizes SWAT to charge the Client's credit card each month on a recurring basis, for the total amount due for the contract as well as any other additional charges that apply for that month. If the Client submits a check as payment to SWAT, the Client authorizes SWAT to initiate an ACH transaction for the total monthly payment each month, on or about the ad deadline using the same routing and account numbers. SWAT Publishing will appear on the credit card and or bank statement and not the name of the publication. The Client agrees and acknowledges their obligation for payment in full of this Agreement and shall have no right to reverse any credit card or ACH transaction. In the event of SWAT's error in the ad, the Client's only recourse is a credit for the month the error occurred or an additional month of advertising at no additional charge. Interest will be added to all outstanding balances over 30 days after due date at a rate of 1½% per month, or the maximum rate of interest allowed by law whichever is lower.

RENEWAL. Upon the expiration of the Term, this Agreement shall renew automatically for the same number of months as the immediate preceding Term unless the Client provides SWAT with a written termination notice no later than 30 days of the current agreement expiration. The terms and conditions of this agreement shall apply to all renewal terms, subject to any changes or modifications as mutually agreed upon in writing between the Client and SWAT.

CANCELLATION. There will be no cancellation by the Client before expiration of this Agreement except as provided in Section 11.

DEFAULT. In the event the Client becomes in default of this Agreement, any payment due remains outstanding more than 7 days from its due date, or the Client attempts to terminate this Agreement prior to the expiration of the Agreement Term, then a the following may or will occur; (6.a) SWAT shall have the right to stop publishing the Client's ads in any future publications, (6.b) The total amount of the Agreement at can become due and payable immediately at SWAT's discretion, (6.c) SWAT shall have the right to charge the Client's credit card or initiate an ACH transaction for the total amount left on the Agreement as per section (6.b).

NO AD PROVIDED BY CLIENT. If, during the term, the Client chooses to not provide and ad for any number of months SWAT has the right to either use a previous ad for placement or hold client in default of The Agreement and revert back to (6) of The Agreement.

AD APPROVAL. If the Ad is designed by SWAT, the Merchant will be given a chance to approve a proof of the ad or request specific changes. The Merchant will have 2 business days to review the ad proof and provide any feedback or request for changes to the designers at SWAT. If the Merchant fails to provide a response to SWAT at the end of the 48-hour period, the ad will be published as is, and the Merchant will be billed according to the agreement. SWAT is not responsible for any errors the Merchant fails to correct on the proof. The ad proof color on emails and printed copies is not an exact replication of how it will look in print and can vary upon publications. Point of contact for questions: info@swatpublishing.com or SWAT Publishing 163 Madison Avenue, Suite 220-30, Morristown, NJ 07960.

AD CHANGES. If the Merchant is providing the ad layout must be submitted to SWAT on or before the 15th of the month. If the Merchant is providing the materials for SWAT to create the ad, the materials must be submitted to SWAT on or before the 5th of the month. The Merchant will be billed as designated in the agreement, even if the Merchant fails to meet the deadline.

SWAT reserves the right to reject any ad in its sole discretion without breaching this agreement. Reasons include but are not limited to: defamatory, offensive, sexually explicit, political in nature, copyright or trademark infringement, promote a product or service that is illegal, or potential to damage SWAT's reputation, etc.

EXPERT SPONSORSHIP. If the Merchant has purchased an Expert Sponsorship (Gold or Platinum) and there is no featured article given for that month, the SWAT will run the ad on file as a single full page ad. Merchant is responsible for providing SWAT both ad sizes at the beginning of the term unless SWAT is providing ad design services.

NEW AREA. If the New Area box is checked on The Agreement this means that a publication was never printed in this area. If the publication is not in print within (8) months from the date of The Agreement, the Client may, at its discretion, cancel The Agreement. Notice to cancel must be in writing to SWAT Publishing. Client acknowledges that it may take up to (8) months to get a new publication to print.

INDEMNIFICATION: The Client agrees to indemnify, hold harmless and defend at its own costs, SWAT and its respective officers, members, employees and agents, against any and all claims, losses, damages, costs (including all legal fees) and any causes of action arising out of the publication of any Ads, including but not limited to, any third party claim or lawsuit for libel, plagiarism, copyright or trademark infringement, or any other claim based on the content of the ad.

RIGHT TO SUSPEND PUBLICATION. SWAT reserves the right to suspend the printing of the publication of up to (6) months should there be insufficient revenue to cover the costs of publishing the publication or due to events beyond SWAT's control (i.e. strikes, lockouts, act of war, terrorism, fire, flood, explosion, or other damage beyond our control). In the event of a suspension, SWAT will provide a credit against amount due under The Agreement as The Client's sole remedy. SWAT has the right to resume the publication at any time and The Client shall continue The Agreement obligation.

RIGHT TO TERMINATE PUBLICATON. SWAT reserves the right to terminate a publication(s) in its sole discretion. If this should occur, (14.a) SWAT has the right to place the ad in a new publication in the general area providing the number of recipients to receive the publication is equal to or greater than the current area. If the number should be less than a discount will apply for the difference. (14.b) If there is no other publication in the area, the Client will only owe for any ads previously run in the terminated publication and the Ad Agreement will be terminated. If client has ads running in multiple publications then the Client will be responsible for all ads in publications that are not terminated.

EXCLUSIVITY. Merchant shall not have any exclusive advertising rights and/or protection from competing advertisers.

RATE PROTECTION. Once the initial term has ended, SWAT reserves the right to increase the protected rate 3% per year but not more than once annually due to cost of goods increases.

GOVERNING LAW. This Agreement shall be governed, construed and interpreted by and through the procedural laws of the State of New Jersey. The Merchant and SWAT stipulate that the State of New Jersey shall have sole jurisdiction, and that venue shall be proper and shall lie exclusively in the courts of Morris County, New Jersey.

ENTIRE AGREEMENT. Both parties agree that this Agreement constitutes the entire Agreement between the parties, and any other changes or alterations to this Agreement at a later time must be made in writing and signed by both parties. This agreement may be superseded by a subsequent agreement if and only if the subsequent agreement specifically states in writing. This agreement supersedes any prior agreements entered into between the Merchant and SWAT Publishing. As of the date of signing there are no prior documents that may be used to assist in interpreting this agreement.

I hereby acknowledge that I have had the opportunity to review the agreement in its entirety, and I understand and agree with all of the terms of the agreement as written above.

MERCHANT: _____ BY: _____

NAME: _____ TITLE: _____ DATE: _____

SWAT:

SWAT PUBLISHING, INC. BY: _____