



**The Place to Go and the Place to Be**

# ADVERTISING ORDER FORM

Please return this form along with payment to:  
Big Ben Networks, Ltd.  
4101 William D. Tate Ave. #100  
Grapevine, TX 76051  
or Fax to (817) 571-9202  
**Phone: 817-328-2700**

Please print your company name and information exactly as it should appear in your directory listing:

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Business Category: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Web Site Address: \_\_\_\_\_ Email: \_\_\_\_\_

Coupon Offer: \_\_\_\_\_ \*Referred By: \_\_\_\_\_

**ADVERTISING PACKAGES: Check all that apply.**

For ad descriptions, visit [www.bigbennetworks.com/dfwmarketplace.htm](http://www.bigbennetworks.com/dfwmarketplace.htm)

Ad Type	Price	Description	Amount
<input type="checkbox"/> Directory Listing	\$389.70 year (includes sales tax)	Includes company name, contact information, coupon (online offer), website link and description.	\$
<input type="checkbox"/> Premium Ad	\$1,560 year (includes sales tax)	Size: 150 pixels x 125 pixels Banner ad on home page and on all search tool pages under the search tool (Browse City, Browse Category, Advanced Search). Includes directory listing. Formats Accepted: GIF and JPEG	\$
<input type="checkbox"/> Showcase Ad	\$2,500 (includes sales tax)	Size: 275 pixels x 100 pixels Banner ad rotates on the home page and all search tool pages and up to 3 categories. Includes directory listing. Formats Accepted: GIF and JPEG	\$

**Methods of Payment**

\_\_\_ I am paying by company or cashier check. Please make checks payable to **Big Ben Networks, Ltd**

\_\_\_ I am paying by paypal ( [www.bigbennetworks.com/dfwmarketplace.htm](http://www.bigbennetworks.com/dfwmarketplace.htm) )

Questions? Contact [sales@dfwmarketplace.com](mailto:sales@dfwmarketplace.com)

DATE: \_\_\_\_\_

<b>In-House Only</b> SALESPERSON: _____
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# DFWmarketplace.com Website Banner Ad and Directory Listing Agreement

This Agreement is between Big Ben Networks, Ltd., a Texas Limited Partnership ("Publisher"), the exclusive publisher and manager of advertising on the DFWmarketplace.com (the "Site"), and the Customer identified below.

## Customer/Company

Name: \_\_\_\_\_ Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

1. Customer has requested Publisher to place the ad identified below on the Site for the annual fee shown below.

Directory Listing \$ \_\_\_\_\_ Showcase Ad \$ \_\_\_\_\_ Premium Ad \$ \_\_\_\_\_

2. The ad shall run on the Site for a period of one (1) year from the date it is first published on the Site. All fees are due and payable upon execution and delivery of this Agreement by Customer and are non-refundable.

3. Ads must meet the following specifications. Directory Listing includes company name, contact person, address and phone number. Showcase Ad size is 275 pixels x 100 pixels. Premium Ad size is 150 pixels x 125 pixels. Acceptable ad formats are jpg, jpeg, png, and gif. Publisher reserves the right to make minor modifications to ad sizes to comply with industry accepted standards.

4. Customer will provide the material to Publisher within 14 days of execution of this Agreement by Publisher. If the material is not received, Publisher will design an ad using the above information and any other information provided by the Customer and place on the Site. Online proofs will be provided to Customer approximately 14 days after delivery of the material to Publisher or 14 days after expiration of the time for Customer to deliver the material.

5. Publisher reserves the right to reject any ad or any material placed on the Site which Publisher, in its sole discretion believes to be obscene, defamatory, discriminatory, threatening, fraudulent, inappropriate or offensive to any member of the public who might access the Site or which might be illegal or subject Publisher to liability or lawsuits (collectively "offensive material"). Publisher's approval or endorsement of any material placed on the site. Customer or its products and services by Publisher, iServe, Inc. ("Site Host") or Mike Bowman, Inc. ("Site Owner") or their representatives or affiliates.

6. Publisher will not make any investigation of trademark, copyright or other intellectual property registers. Customer represents and warrants that any material provided, designed or approved by Customer does not and shall not infringe on any trademark and warrants that any material provided or approved by Customer does not and shall not infringe on any trademark, service mark or other intellectual property right of any third party, nor constitute or contain any offensive material which may violate any third party's right to privacy or other statutory or common law rights. In the event of any demand or claim to the contrary. Customer and/or Publisher shall make appropriate modifications to the ad to eliminate any material which infringes on or violates the rights of any third party. Customer hereby agrees to defend, indemnify and hold harmless Publisher, Site Host, and Site Owner, and their partners, directors, officers, employees, subcontractors, agents and representatives from and against any damages, losses, or expenses including reasonable attorney's fees and taxable court and other out of pocket costs(s) resulting from any claim that any material in Customer's ad is offensive or infringes on or violates the rights of any third party.

7. As a material inducement to Publisher to enter into this Agreement, Customer acknowledges and agrees that Publisher (and Site Host and Site Owner) has not and cannot represent, warrant, or covenant, that Customer's ad will not be subject to down

time, delays, gaps, and interruptions of publication or other lack of accessibility by the public. Accordingly, Customer's sole and exclusive remedy for any such delays, down time, gaps and interruptions of publication or other lack of accessibility by the public shall be, at Publisher's sole discretion, the extension of this Agreement until Customer's ad has run on the Site for a total of 365 days from the date of first publication on the Site, or a prorated refund of the Annual Fee (excluding design charges for ad) determined by multiplying the Annual Fee by a fraction, the numerator of which is the number of days the ad was not published or accessible and the denominator of which is 365. Customer further acknowledges and agrees that Publisher cannot guarantee that the Site and Customer's ad will never be "hacked into" or altered or modified by an unauthorized person, and the Customer fully accepts the risk of such unauthorized access to the Site and Customer's ad. Customer shall immediately notify Publisher of any interruption in the publication of Customer's ad or any unauthorized access to Customer's ad.

8. As a material inducement to the Publisher to enter into this Agreement, Customer acknowledges and agrees that PUBLISHER'S (AND SITE HOSTS AND SITE OWNER'S) SERVICES, TECHNOLOGY AND PRODUCTS ARE SOLD AND PROVIDED AS IS AND AS AVAILABLE WITH ALL FAULTS AND DEFECTS, PATENT OR LATENT, NOW EXISTING OR HEREAFTER ARISING. ALL WARRANTIES ARE DISCLAIMED, EXPREE OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE ACCURACY, INTEGRATION, AND FITNESS FOR A PARTICULAR PURPOSE PUBLISHER, SITE HOST AND SITE OWNER AND THEIR PARTNERS, DIRECTORS, OFFICERS, EMPLOYEEES, SUBCONTRACTORS, AGENTS AND REPRESENTATIVES, HEREINAFTER "SAID PARTIES", SHALL NEVER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR RESULTING FROM THE PUBLICATION OF, OR ANY ERROR IN THE PUBLICATION OF OR ANY FAILURE TO PUBLISH OR LACK OF ACCESSIBILITY OF CUSTOMER'S AD OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT OR ANY ACT OR OMISSION OF SAID PARTIES (INCLUDING SOLE, CONCURRENT OR PROPORTIONAL, NEGLIGENCE OR FAULT, AND EXCLUDING ONLY ANY WILLFUL, WANTON AND MALICIOUS ACTS). CUSTOMER UNDERSTANDS AND AGREES THAT THE TOTAL LIABILITY OF SAID PARTIES, FROM ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THIS TRANSACTION, WHETHER CONTRACT, TORT (INCLUDING SOLE, CONCURRENT OR PROPORTIONAL, NEGLIGENCE OR FAULT AND EXCLUDING ONLY AN WILLFULL, WANTON, AND MALICIOUS ACTS). STATUTORY, COMMON LAW OR OTHERWISE SHALL BE LIMITED TO THE AMOUNT PAID TO PUBLISHER BY CUSTOMER, PRORATED FOR THE PERIOD OF TIME THE AD HAS BEEN PROPERLY PUBLISHED IN ACCORDANCE WITH THIS AGREEMENT.

9. The provisions of Paragraphs 5, 6, 7, 8, 9 and 10 shall survive the expiration, termination, or cancellation of this Agreement. Site Host and Site Owner, and their directors, officers, employees, subcontractors, agents and representatives are third party beneficiaries or and shall have the right to enforce the agreements and indemnifications affecting them in Paragraphs 5, 6, 7, 8, 9 and 10.

10. This Agreement shall be interpreted in accordance with the law of the State of Texas, and jurisdiction and venue of any action arising out of or related in any way to this Agreement or the transaction contemplated by this Agreement shall be in the State of Texas and the County of Tarrant. The parties hereby waive and agree to waive any objection to such jurisdiction and venue.

11. This Agreement shall be binding on the parties hereto, and their successors and assigns.

**Big Ben Networks, Ltd. by  
its General Partner, iServe, Inc.**

**Customer**

By: \_\_\_\_\_  
*Mike Bowman, President*

By: \_\_\_\_\_  
*Customer's Authorized Representative*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*4101 William D. Tate, Suite 100  
Grapevine, Texas 76051  
817/354-7653*