

## MARCO ISLAND CABLE ADVERTISING AGREEMENT

Pursuant to this binding agreement, Marco Island Cable, Inc. of P.O. Box 368, Marco Island, FL 34146, and,

\_\_\_\_\_, ("AGENT"), of  
\_\_\_\_\_, ("ADVERTISER"),

shall pay to Marco Island Cable, Inc. \$\_\_\_\_\_ per month,  
("PAYMENT"), and,

Marco Island Cable, Inc. shall reserve advertising space in 15 (fifteen)  
second increments

per hour, from, \_\_\_\_\_, (DATE), to \_\_\_\_\_, (DATE), on Marco  
Island Cable, Inc.'s mitv9.

**PAYMENT:** Marco Island Cable, Inc. reserves the right to hold  
ADVERTISER and/or it's authorized advertising agent liable for any and  
all amounts owed. If payments are not made in a timely manner, Marco  
Island Cable, Inc. at it's option, may terminate this Agreement  
immediately.

### **COMMITMENT TO FULFILLING TERMS OF AGREEMENT:**

ADVERTISER and/or it's agencies understand that any discounts given  
are based upon the ADVERTISER's commitment to fulfilling the  
Agreement. If, for any reason, this frequency is not met by the time of  
expiration or cancellation of the Contract, ADVERTISER agrees to pay a  
short rate charge on all ads run based on the applicable rate card for the  
actual frequency completed.

**RIGHT TO REFUSE UNACCEPTABLE ADVERTISING:** Marco Island  
Cable, Inc. reserves the right to refuse any advertisement, Marco Island  
Cable, Inc. reserves the right to refuse any advertisement sponsorship  
materials that do not arrive fourteen days before the ADVERTISER would  
like the advertisement to be produced on air.

**USAGE STATISTICS:** Marco Island Cable, Inc. MAKES NO  
GUARANTEE THAT USAGE STATISTICS WILL BE EQUAL TO ANY  
PUBLISHED NUMBERS AT ANY GIVEN TIME. Marco Island Cable, Inc.  
SHALL NOT BE HELD LIABLE FOR ANY CLAIMS AS THEY RELATE  
TO SAID USAGE STATISTICS. Marco Island Cable, Inc. PROVIDES  
ADVERTISER WITH USAGE STATISTICS ONLY AS A COURTESY TO  
THE ADVERTISER, Marco Island Cable, Inc. RESERVES THE RIGHT  
TO SUBSTITUTE, EXCHANGE, ADD, CHANGE OR DELETE ANY  
SLOT FOR ANY REASON AT ANY TIME FOR ANY LENGTH OF TIME.

**LIMITATION ON DAMAGES: IN NO EVENT WILL Marco Island Cable,  
Inc. BE LIABLE TO ADVERTISER FOR ANY SPECIAL, INCIDENTAL,  
OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH  
OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE,  
AND WHETHER OR NOT Marco Island Cable, Inc HAS BEEN  
ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**



**TRUTH IN ADVERTISING/INDEMNIFICATION FOR LIABILITY: ADVERTISER** is solely responsible for any legal liability arising out of or relating to, (1) the advertisement, and/or (2) any material used within the advertisement. **ADVERTISER** represents and warrants that the Advertisement and Link comply with Marco Island Cable, Inc.'s advertising standards; and that it holds the necessary rights to permit the use of the Advertisement by Marco Island Cable, Inc. for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, 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. **ADVERTISER** agrees to indemnify Marco Island Cable, Inc. and to hold Marco Island Cable, Inc. harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by Marco Island Cable, Inc. arising out of or related to **ADVERTISER's** breach of any of the foregoing representations and warranties.

**ASSIGNMENT: ADVERTISER** may not assign this agreement, in whole or in part, without Marco Island Cable, Inc.'s written consent. Any attempt to assign this Agreement without Marco Island Cable, Inc.'s written consent will make this Agreement null and void.

**GOVERNING LAW:** This Agreement will be governed by, and construed, in accordance with the laws of the State of Florida.

**PRE-EMPTING RIGHT:** Marco Island Cable, Inc. reserves the right to pre-empt any broadcast on mitv9 without prior notification.

**ENTIRE AGREEMENT:** This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communication, and understands, (both written and oral), regarding such subject matter, provided that all pricing will be governed by Marco Island Cable, Inc. The terms and conditions of this Agreement will prevail over any contract or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

**ACCEPTED FOR ADVERTISER by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title