

Digital Marketing ORDER FORM

1501 WOODFIELD ROAD, SUITE 103E
Schaumburg, IL 60173
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Email: Sales@eBizUniverse.com



CLIENT DETAILS

Business Name: Town of Moncks Corner	Business Contact Name: Doug Polen	Business Phone: 843-719-7962
Business Address (No P.O. Boxes): PO Box 700, Moncks Corner, SC 29461		
Business Website: Monckscornersc.gov	Client Contact Email Address: Doug.polen@monckscornersc.gov	
Industry Category (i.e. Doctor's office, Dental Clinic, Medical Clinic, etc.): Government Entity – Business Development		

Digital Marketing Package and Payment Details:

PACKAGE	FEES
Business Development Video Training Series Series of short, animated videos explaining various aspects of development, construction, licensing, permitting, etc. to better help businesses know what is required and how to go about opening a business in town.	\$22,450
TOTALS	\$22,450

PAYMENT PLAN:

- 50% Due Now – \$11,225
- 25% on Approval of First Draft – \$5,612.50
- 25% Before Handover of Final Deliverables – \$5,612.50

Payment Authorization Details

Payment Via Credit Card <input type="checkbox"/> Bank Account <input type="checkbox"/> Check <input type="checkbox"/>		
Name on Card/Account:		
Billing Address:		
Card Number:	Expiration Date:	3- or 4-Digit Security Code (last 3 or 4 digits on back of card):
Bank Routing #:	Bank Account #:	
Client Signature:		Date:

I agree to the video production charges and fees for the products selected above. I understand that all payments are non-refundable as it may be immediately applied to your project.

Client Name: Doug Polen on behalf of Town of Monks Corner (Your Company Name)

Client Signature: _____ **Date:** _____



Online Marketing and Advertising Contract

Video Development Contract

Terms and Conditions

1. **ADVERTISING.** The Client (Town of Moncks Corner) shall purchase Video Development Services and/or the online advertising package at the rate listed within the foregoing Payment Authorization Details which is attached and incorporated herein by reference and made a part of this Agreement.
2. **INDEMNIFICATION.** The Client agrees to defend, hold harmless and indemnify eBizUniverse, Inc. ("The Company") from all damages, costs, and expenses, of any nature whatsoever, including but not limited to reasonable attorneys' fees, for which The Company may become liable by reason of its publication of The Client's online advertising. The Client warrants to eBizUniverse that it has the rights and approval to use any and all of the trademarks, logos or other items and materials contained in The Client's approved web page, regardless of whether such material is registered or subject to copyright and/or trademark laws.
3. **PAYMENT.** The Client shall make payment as indicated. In the event that the amounts are not paid when due, in addition to such other remedies as it may have, The Company shall have no further obligation to perform the advertising services under this Contract and the full amount of the contract shall immediately become due and payable by The Client. The Client must also reimburse The Company for all expenses incurred in connection with the collection of amounts payable, including court costs, attorney's fees, and expert witness fees.
4. **LIMITATION ON LIABILITY.** The Client assumes all liability for content of marketing and advertising, and agrees to defend, hold harmless and indemnify The Company from all claims, losses, judgments, and damages arising therefrom. Liability for typographical errors, wrong insertions, late publications, and/or non-publication, non-performance due to Acts of God, as well as all other matters The Client might raise relevant to this contract, is limited to the amount charged to The Client by The Company for the applicable advertisement. Claims for an allowance for such matters must be made within seven (7) days of the matter's first occurrence. The Company's liability is limited in all cases to the return of the charges made for the applicable advertising. **THIS LIMITATION OF LIABILITY IS A CONDITION FOR THE ACCEPTANCE OF ANY ADVERTISING BY THE COMPANY. IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CLIENT OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR UNREALIZED BUSINESS OPPORTUNITIES, ARISING OUT OF THIS AGREEMENT.**
5. **FORCE MAJEURE.** No party hereto shall be liable to perform its obligations hereunder where such failure results from delays caused by Acts of God, fires, floods, strikes, work stoppages, controls or regulation of federal, state, or local governments, or other causes beyond its reasonable control.
6. **ASSIGNMENT.** This Agreement may not be assigned or transferred by The Client.
7. **GOVERNING LAW; ARBITRATION AND JURISDICTION, AND ATTORNEY'S FEES.** This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Illinois without regarding choice of law principles. Any dispute arising out of or relating to this Agreement must be submitted to binding arbitration before the American Arbitration Association in Chicago, Illinois. The arbitration decision shall be final and cannot be disputed or appealed in the court of law. By agreeing to binding arbitration, the parties hereby waive any rights to bring a dispute, claim or proceeding relating to this Agreement in court, with the exception of a claim for injunctive relief. Any claim for injunctive relief must be brought exclusively in state or federal court sitting in Cook County, Illinois, and the parties hereto hereby consent to the personal jurisdiction of such courts. In the event The Company has to institute any arbitration or court proceedings to enforce and/or pursue a claim arising out of or in connection with The Client's non-performance under or other breach of this Agreement, and the Company prevails in such proceedings, the Client shall pay the Company's reasonable expenses, including without limitation, reasonable attorney's fees and expert witness fees, incurred in connection with such proceedings.
8. **NON-DISPARAGEMENT.** The Client agrees not to attack/criticize eBizUniverse, Inc. and/or any of its employees, associates or partners publicly (on public forums, blogs, social networks etc.) at any time during or subsequent to contract period. In case of a breach of this provision, client agrees to pay damages to eBizUniverse, Inc.
9. By signing below, I certify that I am the owner or authorized representative of The Client, and I hereby grant on behalf of The Client its express permission and consent to receive advertising offers and other information via direct mail, telephone, email, and facsimile transmission from the eBizUniverse, Inc. or any other business operated by The Company. I agree that such information may be transmitted to the mailing and email address(es), telephone number(s) and facsimile number(s) listed on the front of this Agreement or to any other contact addresses and numbers used by The Client. I further represent that The Client is the owner or lessor of the facsimile equipment that will be used to receive fax messages at the numbers noted or is the authorized representative of the equipment owner or lessor.
10. The Client has read and agrees to the Terms and Conditions by the signature below
11. The Client understands that all payments are non-refundable
12. This Agreement is fully executed upon The Client's signatures and acceptance by The Company.

Client Signature: _____ **Date:** _____

The Client: Town of Moncks Corner (Your Legal Company Name)