

KeyToCharlotte.com, Inc.
Merchant Advertising Agreement

This Merchant Advertising Agreement (this "Agreement") is effective as of the date stated below, by and between the undersigned merchant ("Merchant"), and Key to Charlotte.com, Inc. a North Carolina corporation ("Provider").

- 1. Website/Membership Card.** Provider maintains a website at www.KeytoCharlotte.com (the "Website") which is used to promote products and services of merchants who have executed a form of this Agreement ("Participating Merchants"). The Website provides approximately four banner advertisements on its home page and other pages ("Banner Spots") which are provided to all of the Participating Merchants on a revolving basis as described herein. The Website promotes the purchase of the Key to Charlotte Membership Card (the "Membership Card"), which entitles the owner to certain discounts as described herein.
- 2. Services Provided.** Provider shall furnish Merchant with the following: 1) the listing of Merchant's logo, name, phone number, address, link to Merchant's website, and an informational text block provided on a one-page "Info Page" on the Website; 2) the listing of Merchant's name, phone number, and address provided in the appropriate Category (or Categories) and linked the Info Page on the Website; 3) the opportunity to advertise Plus Deals, as that term is described herein, on the Website; 4) multiple Banner Spots per page, each day on the Website, to be exhibited on an equal rotating basis with the other Participating Merchants and; 5) a window decal to show business participation in the program.
- 3. Merchant's Obligations.** Merchant hereby agrees to provide a 15% discount on all goods and services to owners of a Membership Card for one year except as specified in the Merchant's Exclusion List, as that term is described herein, and to honor all Plus Deals that Merchant has offered in accordance of the terms and conditions of the offer. Merchant further agrees to check the expiration date of the Membership Card at the time of purchase, and to confirm the identity of the owner of the Membership Card by appropriate means. All Plus Deal offers that Merchant plans to offer must be provided to Provider in writing at least forty-eight (48) hours in advance to Provider's fax or email.
- 4. Provider's Obligations.** Provider will distribute to the public ten thousand (10,000) free thirty- (30) day trial membership cards and will place Radio advertisements with local Radio Stations in order to increase consumer interest and visitors to Provider's Website. Provider in its sole discretion will also research and consider other various advertising and marketing projects to be used throughout the year to increase interest in Provider's website.
- 5. Merchant's Excluded Products.** Merchant may limit the products and services that will be subject to the 15% discount provided to holders of Provider's cards. Merchant will provide a list of excluded products of services ("Exclusion List") to Provider at the time of execution of this contract. Provider will automatically exclude all tobacco and alcohol products from 15% discount offer provided to Provider's cardholders. Merchant agrees that they may not change the Exclusion List at any time during the duration of Merchant's contract with Provider except as approved by Provider.
- 6. Amendments.** Merchant may with the approval of Provider issue written directions to Provider regarding the general scope of any service to be ordered by Merchant (a "Change Order"). All Change Orders shall be submitted in writing and are subject to the written approval of Provider. Change Orders may be used to request additional work or to request changes to the direction of the work covered under the above agreement, however no changes can be made during the term of the agreement to the Exclusion List.
- 7. Payment & Invoicing Terms.** There will be no cost to Merchant for services described herein presently, however Provider reserves the right to change the pricing structure at any time. Merchant will be notified of any change in pricing structure at least 30 days in advance of change and given an opportunity to cancel or continue service. Other services may be offered on Website for an additional charge. For paid services, if payment is not received within seven (7) business day Merchant agrees to pay a finance charge of 1.5% a month on the unpaid balance of the outstanding invoice or the maximum amount allowed by law. All payments will first be applied to any accrued interest and then to the unpaid balance on the account. Merchant agrees to pay any cost Provider may incur in the collection of delinquent accounts including but not limited to reasonable attorney's fees, court costs and any other cost related to the collection. Provider reserves the right to suspend further services to Merchant if account is not kept current. Merchant agrees to notify Provider of any dispute regarding any fees within seven (7) calendar days of receipt the invoice and if Merchant fails to due so the invoice will be deemed valid.
- 8. Advertising Approval.** All Merchant's advertising is subject to the final approval of Provider. Provider reserves the right to accept or reject Merchant's purposed advertising.
- 9. Authority to Publish.** Merchant warrants that it has the authority to publish the entire content of its purposed advertisement and shall indemnify Provider against any loss and hold Provider harmless against any claims that may arise from said publication.
- 10. Force Majeure.** Provider assumes no responsibility for problems caused by Website traffic, typographical errors, or other errors or omissions occurring on the Website. Provider will attempt within a reasonable time to correct any errors brought to its attention. Provider shall not be liable for failure to distribute cards and/or failure of Provider's website due to strike, war, fire, flood, accident, internet/website traffic, paper and material shortages or any act of God. In such case Provider in its discretion may extend the deadline in order to complete the agreement or credit a pro-rated amount to advertise on Provider's website. Merchant agrees to hold Provider and/or agents harmless for any incidental or consequential damages that may arise from the failure to perform any aspects of the Agreement in a timely manor, regardless of whether such failure was caused by intentional or negligent acts or omissions of Provider or any third party.
- 11. Cancellation of Contract.** Merchant agrees that this contract will be in effect for no less than a period of one year from the date of execution of this contract. After one year, Merchant may cancel contract at any time by following cancellation procedure specified on Website.
- 12. Applicable Laws/Binding on Successors.** This Agreement shall be construed under the laws of the State of North Carolina. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective estates, heirs, beneficiaries, successors and assigns. All parties to this Agreement acknowledge that they have had the opportunity to have this Agreement reviewed by independent attorneys, accountants, and/or other representatives of their choice.
- 13. Complete Agreement/Amendment.** Merchant acknowledges it has read and understands this Agreement. This Agreement contains the entire agreement between the parties, and all prior written and verbal negotiations are merged into this document. All of the terms and conditions of this Agreement shall survive the execution of this Agreement. This Agreement may be amended only by a writing, which is signed by all of the applicable parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this the _____ day of _____, _____.

PROVIDER: KEY TO CHARLOTTE.COM, INC.

Merchant: _____

By: _____
Representative

By: _____
Representative

**KeyToCharlotte.com, Inc.
Merchant Advertising Agreement**

Date _____

CONTACT INFORMATION – NOT SHOWN ON WEBSITE

Contact Name _____

Contact Title _____ Email address _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

INFORMATION FOR WEBSITE

Merchant Name _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

Email address _____ Website URL _____

Applicable Categories: _____ Restaurants _____ Entertainment/Arts _____ Services _____ Shopping

Keywords (for website search)

Exclusions: (ie, Not Valid with any other coupon, except Plus Deals)

Info Page Text

