



ADVERTISING AGREEMENT

THIS ADVERTISING AGREEMENT is made and entered into this ___ day of _____, ___, by and between _____, of _____ hereinafter referred to as "Client", and _____ of PACFAM INC, DBA Bonkerz Indoor Playcenter hereinafter referred to as "Owner."

WHEREAS, Owner owns and operates Bonkerz Indoor Playcenter and will provide advertising on a closed captioned, muted monitor within the premises of Bonkerz. Owner agrees to operate the monitor during all open and private rental hours, with the exception to routine updates or unforeseen mechanical or technological failures, which will be addressed immediately.

WHEREAS, Client desires to have advertisements, as specified below, placed on the monitor to promote its products & services:

- One Static Ad
- Two Motion Ads
- Three Motion Ads
- Four Motion Ads

In consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Advertisement Display and Services

The Owner agrees to publish the Client's Advertisement on their monitor and provide the Client's business link for an email, Facebook, website address and contact information the Bonkerz Resource page of their website for a period of ___-months commencing from _____ and ending _____. If the Client desires to remove the Advertisement from the Bonkerz Monitor and website prior to the end of this period, the Client must request the Owner in writing. No refund will be made for such early withdrawal of Advertisement.

2. Payment

The Client shall pay the Owner for publication of the Advertisement on the Bonkerz monitor for the sum of \$____. Contract payment is due and payable upon the execution and delivery of this Agreement by the 30th of the Contract start month. Fees associated to our graphic Designers services or weekly Advertisement changes are payable on the 15th of the following month. All late payments are subject to interest accrued at the rate of 1.5% per month, or up to the maximum amount allowed by law, whichever is greater. In the event if the Client defaults in making the full payment within 60 days, Owner reserves the right to suspend the Advertisement posted on the Monitor.

3. Content

Client shall deliver the Advertisements to Owner digitally with the following requirements:

- 10" width X 5.63" height
- jpeg format
- 1920 X 1080 pixels

five (5) business days before the first of the month. Client shall be solely responsible for providing the Advertisement in the format required for display, unless Bonkerz Graphic Designer is contracted to provide design services at the cost of \$25.00/hour, \$15.00 minimum. If at any time Client desires to modify its content, it shall provide a written request to Owner specifying in detail the modification desired. Owner shall, within a reasonable time, effectuate the modifications to the content. Client may change their Advertisement once per month at no cost, changed add is due by the 25th day prior to the month of change. Changes made weekly will be charged a \$10.00 fee.

4. Liability

Client shall be fully responsible and liable for the content contained in the Advertisement. The Owner is not responsible for, and in no way warrants, guarantees, or ratifies, the representations made or implied in the contents.

5. Prohibited Content

Advertisements shall not contain:

- any content promoting the use of alcohol, tobacco or illegal substances; nudity, sex, pornography, or adult-oriented content;
- any content which is explicative or inappropriate language;
- content promoting illegal activity, racism, hate, "spam", mail fraud, or advice which is not permitted under law;
- content that is libelous, defamatory, contrary to public policy or otherwise unlawful or any other content deemed inappropriate by the Owner in its sole discretion.

Use of any such inappropriate content by the Client will result in the suspension, termination and removal of the Advertisement or any other action deemed necessary by the Owner in its sole discretion.

9. Client Warranty.

Client warrants to Owner that:

- Client has the right and authority to enter into and perform its obligations under this Agreement;
- Advertisement shall conform to the description and specifications set forth by Owner;
- Advertisement shall not constitute or be the subject of a notice or claim of any false designation of origin, false advertising or unfair competition under the law of any country;

11. Independent Contractor

Owner shall provide the Services as an independent contractor and Owner shall not act as an employee, agent or broker of the Client. As an independent contractor, Owner will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. Owner understands that Client will not withhold any amounts for payment of any taxes from Owner's compensation.

12. Termination

Either party may terminate this Agreement for convenience by providing fifteen (15) days written notice (“Termination Notice”) to the other party without refund.

14. Notices

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party’s regular business hours or by facsimile before or during receiving party’s regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Client:

PACFAM INC Representative:

15. Governing Law

This Agreement is to be construed in accordance with and governed by the internal laws of the State of Idaho, USA.