

Advertising Agreement:

Please read the Terms & Conditions agreement on this page.
Please sign and date that you accept the Terms & Conditions.

Please mail to:
Deer Springs Ranch Owners Association
Phillip Hall Secretary
382 South Bluff
St. George, UT 84770
or fax to: (435-688-1087)

By signing the Advertising Agreement, the Advertiser hereby agrees to the following Terms and Conditions, which are included and made a part of that Advertising Agreement as if fully set forth therein. The Terms and Conditions and the Advertising Agreement shall be referred to herein collectively as the "Agreement." Deer Springs Ranch Owners Association shall be referred to herein as "DSROA".

DSROA makes no warranties, express or implied, other than those presented in this Agreement.

DSROA reserves the right to refuse any advertisement for any reason. DSROA shall be the sole and final arbitrator of whether or not any advertising material is appropriate for inclusion on www.deerspringsranch.org. As used in this Agreement, the term "Advertisement" shall refer to the web based advertisement, which may be designed by DSROA on behalf of Advertiser for additional fees, as well as any links to third party web pages included thereon.

DSROA reserves the right to discontinue advertisements for any Advertiser in the event that DSROA has received more than one unresolved complaint, or for any other reasonable grounds, solely within the discretion of DSROA.

Advertiser is solely responsible for any legal liability arising out of or relating to (1) the Advertisement, (2) any claims or misrepresentations made via the Advertisement, and/or (3) any material to which users can link through the Advertisement.

Advertiser represents and warrants that: (1) the material provided to DSROA is original, copyrighted material belonging to Advertiser, or that Advertiser has obtained any and all rights, permissions and licenses necessary for DSROA to use the material in the preparation of Advertiser's web pages and in any other printed matter prepared by DSROA in the normal course of business; (2) the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights, title or interests of any third party, including, but not limited to, copyright (whether in text, image, software code or music), patent, trademark, trade secret, or any other proprietary or property right; and (3) that the Advertisement will not contain material that includes false advertisements, unfair competition, defamatory material, invasions of privacy or rights of celebrity, or violations of any anti-discrimination law or regulation.

Advertiser agrees to indemnify and hold DSROA, its assigns, agents, employees, and heirs, harmless from any and all liability, loss, damages, claims, or causes of action, and/or third party claims, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties, including reasonable legal fees and expenses.

IN NO EVENT WILL DSROA 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 DSROA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This Agreement will be governed by and construed in accordance with the laws of the State of Utah. The courts located in the State of Utah, County of Washington (State and Federal) shall have sole and exclusive jurisdiction over any controversies arising out of, relating to, or in connection with this Agreement, or any breach thereof. Any service of process given to either party via certified U.S. Mail, return receipt request, shall be deemed to have the same force and effect as personal service given within the State of Utah, provided, however, that in order to effectuate service upon DSROA, a copy also must be mailed to DSROA's attorneys. Advertiser understands and agrees that it is hereby waiving any further objections to choice of law, venue, personal jurisdiction and subject matter jurisdiction in any legal proceeding involving the terms and performance of the Agreement brought in accordance with this paragraph.

This Agreement and any and all exhibits and attachments are the complete and exclusive understanding between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. The terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order or prior correspondence between Advertiser and DSROA. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

Advertiser may cancel this Agreement at any time by giving DSROA thirty (30) days written notice delivered to DSROA Web Services via email, fax or U.S.P.S. mail and further provided that there is no outstanding balance with DSROA. DSROA will make every effort to stop displaying Advertiser's web advertisements immediately upon receipt of such notice. The Advertiser agrees that by canceling the Agreement, it forfeits all fees paid in advance.

By signing the Advertising Agreement, Advertiser warrants that it has the full right, power, and authority to enter into this Agreement and to make all of the grants, promises, and covenants herein contained.

By signing the Advertising Agreement, Advertiser acknowledges that it has read all of the Terms and Conditions and fully intends and agrees to be bound thereby.

Signature: _____

Your title: _____ Date: _____