



infiniT Technologies Agreement

CONTACT

infiniT Technologies Sales Rep: _____
 Business Name: _____
 Contact Name: _____
 Address: _____
 City: _____
 State: _____ Zip: _____

Date: _____
 Business Phone: _____
 Cell Phone: _____
 Fax: _____
 Web: _____

CHOOSE YOUR OPTION

PREMIUM

- Wi-Fi Mobile Ad
- Digital Signage Ad
- In-Room TV Ad

BUNDLE

- Wi-Fi Mobile Ad
- Digital Signage Ad

ONLY

- Wi-Fi Mobile Ad
- Digital Signage Ad

Production Fee

TERM

Term

 1 Year 2 Year 3 Year

Renewal

 Automatic Term Renewal

TOTAL \$

PAYMENT

Transactions are payable to InfiniT Technologies

Card #: _____ Billing Zip Code: _____

Expiration Date: _____ Security Code (on back): _____

Signature: _____ Date: _____



infiniT Technologies Agreement

This Advertising Agreement (“Agreement”) between InfiniT Technologies , LLC, a Minnesota Limited Liability Company (“InfiniT Technologies ”), and the party listed on Page 1 (the “Advertiser”), is effective on the date of the last signature hereto. The parties agree as follows:

1.0 - Payment Terms

The terms and obligations of Page 1 are incorporated herein by reference. All amounts owed by Advertiser must be paid to InfiniT Technologies promptly when due. Should any default in payment occur by the Advertiser, InfiniT Technologies may, at its option, declare any balance owing, plus any legal and collection fees incurred, for the full unexpired term to become immediately due and payable. Additionally, InfiniT Technologies has the option of removing any display ads and re-selling the spaces and retaining any income therefrom and it in no way affects or reduces Advertiser’s liability.

2.0 – Services and Approval

2.1 Services. InfiniT Technologies agrees to place digital media on behalf of Advertiser as agreed upon on Page 4.

2.2 Approval. InfiniT Technologies reserves the right to reject at its sole discretion at any time any copy, artwork, or otherwise, which is offensive to the moral standards of the community, or which is false, misleading, deceptive, or which is in violation of existing laws, or which, at the sole discretion of InfiniT Technologies , in any way reflects negatively on the character, integrity, or standing of any individual, firm, or corporation.

3.0 - Term and Termination

3.1 Term. This Agreement has a term as set forth on Page 1 (the “Term”), unless terminated earlier in accordance with the terms of this Agreement.

3.2 If this contract is signed by an advertising agency on behalf of the advertiser, the term “Advertiser” as used herein shall include both the actual Advertiser and the advertising agency where applicable and all obligations of the Advertiser shall be joint and several obligations of both the actual Advertiser and the advertising agency. The actual Advertiser acknowledges that payment made to its advertising agency are not considered payments under this contract until received by InfiniT Technologies.

3.3 This Agreement is subject to approval by InfiniT Technologies . Under this Agreement the rights of the parties hereto shall be construed in accordance with and governed by the internal laws of the State of Minnesota without regard to conflict of laws principles. Normal rules of jurisdiction in the State of Minnesota will apply.

3.4 Termination for Breach. This Agreement may be terminated by either party for cause immediately by written notice upon the occurrence of any of the following events: (i) if the other ceases to do business, or otherwise terminates its business, other than by reason of sale of assets, merger, or consolidation; (ii) if the other breaches any provision of this Agreement and fails to cure the breach during a 30-day cure period, except with respect to Advertiser’s failure to pay amounts when due which may be deemed an incurable event by InfiniT Technologies under Section 1.0 above; (iii) if the other becomes insolvent or seeks protection under any bankruptcy, receivership, or other comparable proceeding; (iv) if the transactions contemplated by this Agreement have become impracticable by reason of the institution of threat by state, local, or federal government authorities, including but not limited to Advertiser losing any applicable license(s); (v) any member of the management of Advertiser is convicted of a misdemeanor or felony involving dishonesty or moral turpitude whether as a result of trial or plea (including a plea of no contest); or (vi) any member of the management of Advertiser engages in nefarious conduct which is, in InfiniT Technologies ’s sole judgment, injurious to InfiniT Technologies or to the goodwill or reputation of InfiniT Technologies .

3.5 Changes at the venue. In the event the venue has a change of ownership, undergoes a major change or renovation (e.g. increases the number of rooms), InfiniT Technologies will contact the advertiser with information related to the changes and provide options for continuing or terminating the contract.

4.0 - Good Condition

4.1 Good Condition InfiniT Technologies agrees to maintain the advertisements in good advertising condition during the term of this agreement. If a venue location is terminated prior to the expiration of the annual term, InfiniT Technologies will move the advertisements to a comparable available venue location (as determined by InfiniT Technologies in its sole discretion) for the remainder of the annual term of the venue.



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4.2 Vendors The network that all digital products run on, is managed by the network provider. InfiniT Technologies shall use commercially reasonable efforts to guard against any loss to Advertiser through failure of media or suppliers, including without limitation, to properly execute their commitments. However, InfiniT Technologies shall not be held responsible for any such failure on the part of any media or supplier to the extent such failure is not attributable to InfiniT Technologies 's action or inaction. In the event of such failure, InfiniT Technologies 's only obligation is to make a good faith effort to negotiate with the media vendors or suppliers to obtain an appropriate make-good. InfiniT Technologies does not guarantee any level of success associated with the performance of Advertiser media.

4.3 Cancellations: Advertiser will have the right to modify, cancel or stop any specific advertising executions, and InfiniT Technologies will take commercially reasonable steps to carry out such instructions, provided Advertiser is still responsible for payment during the Term. Advertiser will assume liability for any non-cancelable commitments made in accordance with this Agreement, and will reimburse InfiniT Technologies for direct, out-of-pocket costs and expense losses sustained by InfiniT Technologies in the course of canceling such previously authorized materials.

4.4 Maintenance. The general maintenance (not including any subsequent ad content changes) of the Advertiser's digital ads is covered in the placement fees. InfiniT Technologies strives to have any general content and HTML code done to the site within three (3) business days.

4.5 Design and Content. All content and design elements that are used in creation of Advertiser's ad are the property of the Advertiser. Should the Advertiser request changes to any digital ads currently deployed on the network, design and production fees may be required. Advertisers may request design files from InfiniT Technologies for other marketing uses.

5.0 – Terms and Conditions Specific to Digital

Approved artwork must be supplied to InfiniT Technologies three (3) business days in advance of the run schedule. Failure to do so shall not affect or alter the display period and the Advertiser shall remain obligated for payment to InfiniT Technologies for the contract term. If InfiniT Technologies is requested by the advertiser to furnish such designs, design content shall be submitted by InfiniT Technologies to the Advertiser and the advertiser shall approve such content or provide InfiniT Technologies with substitute designs within three (3) business days after submission by InfiniT Technologies to the Advertiser.

6.0 – Indemnification and Liability Limitations

6.1 Indemnification. Advertiser will, at its expense, (a) defend or settle any claim, suit or proceeding that is instituted by a third party against InfiniT Technologies and their shareholders, officers, directors, and employees, to the extent such claim, suit or proceeding directly arises out of any claim based on Advertiser's violation of the terms herein or any representations, promises or other statements made in advertising regarding the products and services of Advertiser, and (b) pay all damages incurred by InfiniT Technologies in connection with such claim, suit or proceeding.

6.2 Liability Limitation. Except for indemnification obligations herein, in no event shall either party be liable to the other party or any third party for any incidental, indirect, special or consequential damages arising out of, or in connection with this Agreement, whether or not such party was advised of the possibility of such damage.

WHEREFORE, the Parties hereto have read all the preceding, understand the same and agree to all of the provisions contained herein.

InfiniT Technologies, LLC

Signature:

Advertiser Signature:

Title:

Title:

Date:

Date:

7.0 Locations

7.1 Addendum