



**SWAIN ENTERTAINMENT, INC dba
MOMS ON THE MOVE
Advertising Contract**

Please print and fill out his form and fax to 610 896 5666.

Advertiser

Name: _____ Agency/Company/Sales Person: _____

Contact: _____ Telephone: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Web address: _____

Banner ads: Yes No Mom Ads (directory) Yes No

Start date	End date	Description	Rate	Amount Due
		Mom Ads for 3 months	\$100.00	\$100.00
		Mom Feature Advertorial for 3 months	\$250.00	\$250.00
		TOTAL:		

Please fill in details below to make payment:

I hereby authorize Swain Entertainment, Inc, dba Moms on the Move to charge my Credit Card (VC, MC, AX) Number: _____ Exp: _____
Security Number _____ with the amount of \$ _____

Name on Card: _____

Card Mailing address: _____

I have read and agree to the Advertising Terms and Conditions supplied to me by Swain Entertainment, Inc.

Advertiser Signature: _____

Printed Name: _____ Title: _____

Please mail original to:

Swain Entertainment, Inc
6 West Lancaster Avenue,
Ardmore, Pa. 19003

Terms & Conditions

1. Payment is due at the time of order, unless special terms have been arranged. All term advertising is due, in full, within thirty days of order placement. Non-payment will result in termination of this agreement and Advertiser will be held responsible for any and all costs incurred by Swain Entertainment, Inc on behalf of Advertiser.
2. All advertising is to be copy ready when submitted to Swain Entertainment, Inc. Should advertiser need assistance in formatting advertising content, or changes made to existing orders, an additional charge may apply. Pricing is per ad, per site.
3. Swain Entertainment, Inc reserves the right to reject any advertising at any time. Failure of Swain Entertainment, Inc to insert any advertisement, or unintentionally or inadvertently fail to publish advertising does not constitute a breach of agreement Swain Entertainment, Inc shall not be held responsible for damages thereof. In such event, Swain Entertainment, Inc will provide the option of having advertising listed on the site(s) immediately and upon discovery of omission and at no charge to Advertiser.
4. Swain Entertainment, Inc will accept insert requests for page and position, and although attempts may be made to accommodate these requests, Swain Entertainment, Inc will not be obligated to comply with these requests. In the event Swain Entertainment, Inc is able to accommodate these special requests, Advertiser agrees to pay for any additional charges that may apply.
5. Swain Entertainment, Inc shall not be held liable for damages due to failure to fulfill advertising requests due to an act of God, civil disputes, fire, acts of terrorism, labor disputes or strikes, war, or any circumstances. Advertiser will not be charged for any failure to advertise under these conditions. If payment has already been received, advertising will be placed on site as quickly as possible at no additional charge.
6. Swain Entertainment, Inc makes no guarantee in regards to level of traffic to sites at any given time.
7. Advertiser is solely responsible for accuracy of material provided to Swain Entertainment, Inc. Advertiser further warrants that it has the right to advertise such content and abides by any and all set requirements and standards provided them in regards to advertising material. Further, it is agreed that Swain Entertainment, Inc shall in no way assume responsibility or be liable for failure on the part of Advertiser to obtain all necessary rights for publishing and advertising this material. Advertiser agrees to indemnify and otherwise hold harmless, Swain Entertainment, Inc from any and all liability, loss, damages, claims or other causes of action to include legal fees and expenses that may be incurred by Swain Entertainment, Inc that

may arise due to failure to obtain these rights, or other misrepresentation. Furthermore, Swain Entertainment, Inc accepts no responsibility for research or confirming these advertising rights of advertiser.

8. This Agreement shall be construed under the laws of the county of Montgomery in Pennsylvania.

Banner Policy Banners (120x600, 728x90, Skyscrapers, etc) may not at any point during the campaign have additional creative that extends beyond the designated banner area unless approved by Moms On the Move and specified in the Insertion Order. This includes but is not limited to rollovers, surveys, non-user-initiated daughter windows and DHTML elements. Approval will be determined on a case-by-case basis. All beyond-the-banner creative requires 5 days of lead time to be approved. All ad placements should spawn a new browser window when clicked upon.