



BUSINESS SPONSOR WEBSITE BANNER APPLICATION FORM

Date: _____

Business Name: _____

DBA: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Tel. () _____ Fax () _____ Cell () _____

Email: _____

Link to URL: http:// _____

Banner file to be provided by email or on disc ? Yes No, please design one for us
(Logo, copy, etc to be provided)

Yes, we would like to sign up for one year only at \$ 450.00 per year* (\$450 check attached)

Yes, we would like to sign up for two years at \$ 300.00 per year* (\$600 check attached)

Yes, we would like to sign up for three years at \$ 250.00 per year* (\$750 check attached)

* Service is provided per year, beginning on the first day the banner ad is placed on the website and ending 365 days later.

Make all checks payable to: Landings Art Association.

Mail to: LAA, 1 Diamond Causeway, Suite 21 PMB 275, Savannah, GA 31406

Service Agreement

Limitation of Warranties and Liability; Disclaimer of Warranties.

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER THE LANDINGS ART ASSOCIATION (HEREAFTER REFERED TO AS "LAA") NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES LAA OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS SERVICE AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER LAA NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD LAA RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM LAA MAY CONTRACT TO OPERATE VARIOUS AREAS ON THE SERVICE).

Landings Art Association
1 Diamond Causeway
Suite 21 PMB 275
Savannah, GA 31406

Limitation of Liability.

In the event that a court should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of your remedies under this Agreement fail in their essential purpose, you expressly agree that under no circumstances shall LAA's total liability to you or any party claiming by, through or under you for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, in the aggregate, exceed the amount of charges paid by you for use of the Service under this Agreement during the twelve-month period preceding the date such claim first arose. With respect to these claims, nothing in this section limits damages that are conclusively determined to be the direct result of LAA's willful or intentional misconduct.

Indemnification by User.

You shall indemnify and hold harmless LAA and any of its underlying service providers, information providers, licensors, employees or agents from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to your use of the Service, or any act, error, or omission of you or any user of your account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

Ownership

Ownership of all graphics, text or other information or content materials supplied or furnished by you for incorporation into or delivery through your personal Webpage shall remain with you (or the party which supplied such materials to you). Ownership of any software developed or modified by LAA and all graphics, text or other information or content materials supplied or furnished by LAA for incorporation into your banner ad, shall remain with LAA (or the party which supplied such materials to LAA), and may be used only while you are obtaining the banner ad feature from LAA. The domain name and address (URL) shall remain the property of LAA.

You acknowledge and agree: (i) that the primary function of LAA's banner ad link feature as it relates to your personal or company's Webpage is to facilitate access by end users to the information provided through your Webpage; (ii) that LAA has no proprietary, financial, or other interest in any of the content or information that may be described in or made available through your Webpage; and (iii) that you are solely responsible for the content, quality, performance, and all other aspects of the information or other content contained in or provided through your Webpage. You warrant that you will own or have the right to use and offer all such information or other content in the manner in which the same will be used, offered or provided in connection with your Webpage. You shall indemnify and hold harmless LAA from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to your Webpage or an end user's use thereof, or any act, error, or omission of yours in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; or violation of any applicable law.

The Landings Art Association reserves the right to remove from the website any content deemed inappropriate at its sole discretion.

Must be signed by Business Owner or Authorized person.

Signed by: _____
Name (Please print the name clearly) Signature

COMMENTS AND/OR SUGGESTIONS: _____

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