

X|W

EXERCISE WEST

The "Find a trainer. Find a gym. Fast."™ Directory

ADVERTISING OPPORTUNITY

X|W is your best choice for marketing to health and fitness consumers. Advertising with us is easy, effective, and affordable. The types of customers we attract are the perfect audience for advertising health and fitness products.

To launch your X|W advertising campaign, complete this registration form and mail it in today:

- 1) Read everything
- 2) Complete the questionnaire and choose your advertising product
- 3) Sign the X|W Advertising Agreement
- 4) Attach or email your advertising graphic(s) to info@exercisewest.com
- 5) Mail this order form to X|W.

According to the Internet Advertising Bureau (IAB): "three studies reveal that traditional banner ads boost brand awareness and drive purchases..."

ABOUT YOUR COMPANY

Business Name _____

Address _____

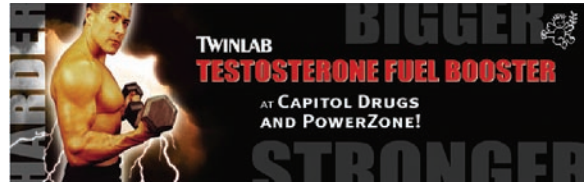
City _____ State _____ Zip _____

Phone _____ Fax _____

E-mail _____ Web Address _____

FLAT FEE BANNER AD (within 392w x 72h pixels)
with unlimited Impressions and Click-throughs

- 3 months: \$175.00**
- 6 months: \$300.00**
- 12 months: \$500.00**



To purchase a Banner Ad product, please indicate your choice by checking in the left column on the appropriate line and completing the Subtotal and Total fields.

X	Product	Price	Subtotal
	Banner Ad: 3 months	\$175	
	Banner Ad: 6 months	\$300	
	Banner Ad: 12 months	\$500	
x	Processing	One time only	\$25.00
TOTAL:			

To begin advertising on X|W, I agree to pay the Total for the term of advertising chosen as shown above. I understand that my payment includes a one time \$25.00 processing fee. I understand that I am not under contract, that I may discontinue advertising on the X|W website upon completion of the advertising term purchased, and that I may extend my advertising terms with X|W at the price available at time of renewal. I understand that advertising sales are final and non-refundable.

Payment Enclosed (Please make checks payable to Exercise West in U.S. currency)

Please bill me (Invoices sent via email only)

_____ Advertiser's Initials

Advertising Policies

All advertisements are published upon the representation by the advertiser and/ or agency that the agency and advertiser are authorized to publish the entire contents and subject matter thereof, that the contents are not unlawful and do not infringe the rights of any person or entity and that the agency and advertiser have obtained all necessary permission or releases. Upon the Exercise West's request, the agency or advertiser will provide all necessary permission or releases. In consideration of the publication of advertisements, the advertiser and agency will indemnify and save Exercise West harmless from and against any loss or expenses arising out of publication of such advertisements. The publisher reserves the right to revise, reject or omit without notice any advertisement at any time. Exercise West accepts no liability for its failure, for any cause, to post an advertisement. Liability for any error appearing in an advertisement is limited to the cost of the space actually occupied. No allowance, however, will be granted for an error that does not materially affect the value of an advertisement. To qualify for an adjustment, any error must be reported by the 5th day of the monthly publication posting. Credit for errors is limited to first insertion only and all such credit is applied to future advertising only – NO REFUNDS. Drawings, artwork and articles for reproduction are accepted only at the advertiser's risk and should be clearly marked to facilitate their return. Exercise West reserves the right to revise its advertising rates at any time. Announcements of an increase shall be made four weeks in advance to contract advertisers. No verbal agreement altering the rates and/or the terms of the rate card shall be recognized. For all such information and material, you grant Exercise West, its affiliates and related entities, a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, display, archive, store, distribute, reproduce and create derivative works from your submission, in any form, media, software or technology of any kind now existing or developed in the future. Without limiting the generality of the previous sentence, you authorize Exercise West to use your name and any other information in connection with its use of the material you provide. You also grant Exercise West the right to use any material, information, ideas, concepts, know-how or techniques contained in any communication you provide to us for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information. All rights in this paragraph are granted without the need for additional compensation of any sort to you. users will receive a credit toward the purchase of future advertising equal to the value of the advertisement for the time during which the material error existed. All such credit is applied to future advertising only – NO REFUNDS.

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Indemnity. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, EXERCISE WEST, EACH OF THEIR PARENT AND AFFILIATED COMPANIES, AND EACH OF THEIR RESPECTIVE PARTNERS, SUPPLIERS, LICENSORS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS AND AGENTS, FROM ANY AND ALL CLAIMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, TRADE DISPARAGEMENT, PRIVACY AND INTELLECTUAL PROPERTY INFRINGEMENT) AND DAMAGES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) ARISING FROM OR RELATING TO ANY ALLEGATION REGARDING: (1) YOUR USE OF EXERCISE WEST; (2) EXERCISE WEST'S USE OF ANY CONTENT OR INFORMATION YOU PROVIDE, AS LONG AS SUCH USE IS NOT INCONSISTENT WITH THIS AGREEMENT; (3) INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR MEMBERSHIP ACCOUNT, EVEN IF NOT POSTED BY YOU; AND, (4) ANY VIOLATION OF THIS AGREEMENT BY YOU.

Miscellaneous: EXERCISE WEST reserves the right to change these Terms of Service at any time in its discretion and to notify users of any such changes solely by changing this Terms of Service. Your continued use of Exercise West after the posting of any amended Terms of Service shall constitute your agreement to be bound by any such changes. Your use of this site prior to the time this Terms of Service was posted will be governed according to the Terms of Service that applied at the time of your use.

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These Terms of Service will be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions. You hereby agree that any cause of action you may have with respect to Exercise West must be filed in a federal or state court located in Los Angeles, California, within two months of the time in which the events giving rise to such claim began, or you agree to waive such claim. If for any reason any provision of this Agreement is found unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties as reflected in that provision and the remainder of the Agreement shall continue in full force and effect. Any failure of Exercise West to enforce or exercise any provision of this Agreement or related right shall not constitute a waiver of that right or provision. The section titles used in this Agreement are purely for convenience and carry with them no legal or contractual effect. In the event of termination of this Agreement for any reason, you agree the following provisions will survive: the provisions regarding limitations on your use of Content, the license(s) you have granted to Exercise West, and all other provisions for which survival is equitable or appropriate.

_____ I do hereby declare that I have read and understood the terms and conditions as outlined in **X|W** Advertising Policies, and the information that I have supplied in this application form is, to my knowledge, true and correct in every respect.

Print Name _____

Signature _____

Date _____