This Advertising BEACON Agreement ("Agreement") is made and effective this **\_\_\_\_\_\_\_\_\_, 2012**, by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** ("CLIENT") and **Beacon Media + Marketing** (BEACON) a dba of Beacon Publishing + Design, llc.

BEACON is in the business of providing advertising and marketing services for a fee.

CLIENT desires to engage BEACON to render, and BEACON desires to render to CLIENT, certain advertising BEACON services, all as set forth.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained the parties hereto agree as follows:

1. **Engagement.**
   1. CLIENT engages BEACON to render, and BEACON agrees to render to CLIENT, certain services in connection with CLIENT's planning, preparing and placing of advertising for certain of CLIENT's products as follows:
   2. Analyze CLIENT's current and proposed products and services and present and potential markets.
   3. Create, prepare and submit to CLIENT for its prior approval advertising ideas and programs.
   4. Prepare and submit to CLIENT for its prior approval estimates of costs and expenses associated with proposed advertising ideas and programs.
   5. Design and prepare, or arrange for the design and preparation of, advertisements.
   6. Perform such other services as CLIENT may request from time to time such as, but not limited to, print marketing material, websites, publicity and public relations work (including events), market research and analysis.
   7. Order advertising space, time or other means to be used for publication of CLIENT's advertisements, at all times endeavoring to secure the most efficient and advantageous rates available.
   8. Proof for accuracy and completeness of insertions, displays, broadcasts, or other forms of advertisements.
   9. Audit invoices for space, time, material preparation and charges.
2. **Products and/or Services.**
   1. BEACON's engagement shall relate to the following products and services of CLIENT:
3. **Exclusivity.**
   1. BEACON shall be the ExclusiveAdvertising Agent for the CLIENT in the United States with respect to the products described in Section 2 above.
4. **Compensation.**
   1. BEACON will charge the CLIENT $685 monthly for the above mentioned services.
   2. BEACON shall receive an amount equal to **15%** of the gross charges levied by media for advertising placed therewith by BEACON pursuant to this Agreement.
   3. In the event that BEACON undertakes additional projects, at CLIENT's request and subject to estimate approval, BEACON shall prepare an estimate of total charges for any such additional projects, including therein any charges for materials or services purchased from outside sources. In the event that the CLIENT elects to proceed with the special project based upon BEACON's estimated cost, BEACON shall perform the services with respect to such special project at its estimated cost, subject to modification as mutually agreed by the parties.
   4. For any special project or other services provided by BEACON pursuant to this Agreement upon which the parties have not agreed as to charges, CLIENT shall pay BEACON our regularly hourly rates once an estimate has been agreed on.
   5. CLIENT shall not be obligated to reimburse BEACON for any travel or other out-of-pocket expenses incurred in the performance of services pursuant to this Agreement unless expressly agreed by CLIENT in advance.
5. **Billing.**
   1. BEACON shall invoice CLIENT for all media costs where possible in advance of BEACON's payment date to allow for prepayment by the CLIENT so that CLIENT may receive the benefit of any available prepayment or similar discount. For any media purchase or service for which BEACON is not entitled to a commission, BEACON shall ensure that the charges to CLIENT are net of all BEACON commissions and discounts.
   2. Charges for production materials and services shall be billed by BEACON upon completion of the production job or, if cash discounts are available, upon receipt of the supplier's invoice.
   3. Rate or billing adjustments shall be credited or charged to CLIENT on the next following regular invoice date or as soon as otherwise practical.
   4. Invoices shall be submitted in an itemized format and is due upon receipt.
6. **Competitors.**
   1. During the term of this Agreement, BEACON may not accept employment from, render services to, represent or otherwise be affiliated with any person, firm, corporation or entity in connection with any product or service directly or indirectly competitive with or similar to any product or service of CLIENT with respect to which the BEACON is providing any service pursuant to this agreement.
7. **Cost Estimates.**
   1. BEACON shall not commence work on any project pursuant to this Agreement without first estimating costs for preparation, including copy, service, layout, art, engraving, typography, processing, paste up and production. After determining the estimated cost, completion of the work shall be subject to CLIENT's prior approval.
8. **Audit Rights.**
   1. BEACON agrees that following reasonable prior notice any and all contracts, agreements, correspondence, books, accounts and other information relating to CLIENT's business or this Agreement shall be available for inspection by CLIENT and CLIENT's outside accountants, at CLIENT's expense.
9. **Ownership and Use.**
   1. See design contract currently in place for ownership rights to design materials
   2. CLIENT owns all rights to any website content and design done by BEACON during the course of this contract.
10. **Indemnification and Insurance.**
    1. BEACON shall indemnify and hold CLIENT harmless with respect to any claims, loss, suit, liability or judgment suffered by CLIENT, including reasonable attorney's fees and costs, based upon or related to any item prepared by BEACON or at BEACON's direction, including, but not limited to, any claim of libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright or other intellectual property interest, except where any such claim arises out of material supplied by CLIENT and incorporated into any materials or advertisement prepared by BEACON.
    2. CLIENT agrees to indemnify and hold BEACON harmless with respect to any claims, loss, liability, damage or judgment suffered by BEACON, including reasonable attorney's fees and court costs, which results from the use by BEACON of any material furnished by CLIENT or where material created by BEACON or at the direction of BEACON subject to the indemnification in subsection A. above is materially changed by CLIENT. Information or data obtained by BEACON from CLIENT to substantiate claims made in advertising shall be deemed to be "material furnished by CLIENT to BEACON".
    3. In the event of any proceeding, litigation or suit against CLIENT by any regulatory BEACON or in the event of any court action or other proceeding challenging any advertising prepared by BEACON, BEACON shall assist in the preparation of the defense of such action or proceeding and cooperate with CLIENT and CLIENT's attorneys.
11. **Term**.
    1. The term of this Agreement shall commence on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** and shall continue in full force and effect until terminated by either party upon at least thirty (30) days prior written notice, provided that in no event (except breach) may this Agreement be terminated prior to **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.** The rights, duties and obligations of the parties shall continue in full force during or following the period of the termination notice until termination, including the ordering and billing of advertising in media whose closing dates follow then such period.
12. **Rights Upon Termination.**
    1. Upon termination of the Agreement, BEACON shall transfer, assign and make available to CLIENT all property and materials in BEACON's possession or subject to BEACON's control that are the property of CLIENT, subject to payment in full of amounts due pursuant to this Agreement
    2. Upon termination, BEACON agrees to provide reasonable cooperation in arranging for the transfer or approval of third party's interest in all contracts, agreements and other arrangements with advertising media, suppliers, talent and others not then utilized, and all rights and claims thereto and therein, following appropriate release from the obligations therein.
13. **Default.**
    1. In the event of any default of any material obligation by or owed by a party pursuant to this Agreement, then the other party may provide written notice of such default and if such default is not cured within ten (10) days of the written notice, then the non-defaulting party may terminate this Agreement.
14. **Notices.**
    1. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to CLIENT:

If to BEACON:

Beacon Media + Marketing

1805 Academy Drive, Ste. 203

Anchorage, AK 99507

1. **Headings.**
   1. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
2. **Final Agreement.**
   1. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.
3. **Governing Law.**
   1. This Agreement shall be construed and enforced in accordance with the laws of the state of Alaska.

IN WITNESS WHEREOF, the parties hereto have executed this Advertising BEACON Agreement as of the date first above written.

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Signature (CLIENT) Name & Title

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Signature (BEACON) Name & Title