

The Member certifies that, to the best of its knowledge, the submitted materials: (a) are not libelous; (b) do not infringe any copyrights or trademarks; and (c) do not invade the privacy of any person(s).

PROOFING OF ADVERTISEMENT: The above named Member agrees that if they are unable and/or unavailable to proof and approve changes to their advertisement, thereby causing a possible delay of the scheduled date of publication for the guide, the MBACVB has the right to proof and approve these changes for the Member.

COLOR MATCH: The MBACVB will endeavor to reproduce Member ads in the same color and clarity of the color proof. However, the MBACVB does not guarantee an exact color match between the published ad and the color proof supplied by the Member/ad agency.

WEB SITE GUIDELINES: Assume link(s) will start January 1, 2011 and continue through December 31, 2011 for chamber to meet guarantee number of clicks purchased. Members who are not participating in the Tourism Development Fee (TDF) must also collect and remit \$1 per rented night/per unit for calendar year 2011 as part of contract.

Link will automatically come off Web site once limit has been reached in Level 1 – 14,000 clicks or Level 2 – 30,000 clicks. Additional clicks can be purchased at increments of 5,000 with payment upfront. If any clicks are left at year end, they will roll over into next year.

The Member hereby agrees to purchase Myrtle Beach Area Convention & Visitors Bureau advertising space for one year on the websites at www.MyrtleBeachAreaChamber.com and www.VisitMyrtleBeach.com. Member also agrees its primary internet/web link, as well as any and all additional purchased listing, will be covered by the provisions contained herein. The Member also agrees its primary internet/web link as well as any and all additional purchased listing will be covered by the provides contained herein.

Members must remain in good standing at all times with the MBACVB in order to advertise, maintain active links, or be listed on www.MyrtleBeachAreaChamber.com and www.VisitMyrtleBeach.com. While under this Contract, should the Member's membership be terminated, any links, coupons, or listings will be removed from the websites immediately.

The Member is responsible for providing ad/coupon/etc. copy/art and doing all editing of such copy. Refer to advertising specifications or MBACVB staff for assistance. After MBACVB receives correct ad materials, allow 10 business days for the advertisement to be posted and go live. Coupons on the websites must be kept up-to-date. Coupons must be updated within two weeks from expiration date or they will be deleted until an updated version is made available. Any time you choose to change coupons, submit new coupons or new art, a \$50 fee will be charged to your MBACVB account.

The MBACVB reserves the right to reject any submission: (1) in the sole discretion of the MBACVB is objectionable, does not meet the values that the MBACVB promotes, is misleading, or violates the Truth in Advertising Laws; or for any or no reason, including but not limited to submissions thereof; (2) contains or references links to other websites with links to other travel destinations. The MBACVB also reserves the right to remove a coupon/etc. after it has been posted on the websites if it is later determined that it falls within either of the categories listed above.

The MBACVB does not guarantee that the Member will receive any minimum amount of user sessions, page views, or hits on any link posted on www.MyrtleBeachAreaChamber.com or www.VisitMyrtleBeach.com, nor does it guarantee any minimum amount of business that may be generated by virtue of placing an ad/coupon/etc. on www.MyrtleBeachAreaChamber.com or www.VisitMyrtleBeach.com websites. The MBACVB intends to operate the websites continuously but downtime, either planned or unplanned, may occur. A 2% "downtime factor" is factored into all prices.

To the best of the Member's knowledge, the submission is not libelous, does not infringe on any copyrights or trademarks, and does not invade the privacy of any person.

CONTRACT RENEWAL: The websites and all contents, including but not limited to listings, links, and coupons, are subject to change at any time and may be altered, removed, minimized or otherwise changed at the sole discretion of the MBACVB. Renewal contracts and invoices will be mailed within 30 days after the expiration of the existing Contract. Invoices must be paid within 30 calendar days or the information will be removed from the websites. Prices are subject to change at the expiration of the existing Contract, i.e. upon renewal if applicable. The MBACVB makes no guarantee that any current contents or types of promotional tools, such as links, or coupons, will remain in or on the websites and may be removed at the sole and absolute discretion of the MBACVB.

The Member does **not** guarantee it will continue these services(s) for any length of time and can terminate this Contract at any time by notifying MBACVB but no refund will be due Member and all services shall cease as of the date of such notice to terminate. The Member is aware of the guidelines for services contracted for herein and acknowledges these guidelines are subject to change. The MBACVB does **not** guarantee any volume of activity, as it relates to group inquiries and/or requests. Further, the MBACVB does **not** guarantee or warrant any results for the Member's business purpose, although it will make available the volume of leads as they become available. The MBACVB reserves the right to reject submitted material that is not consider suitable, is misleading or is potentially unlawful in the opinion of the MBACVB.

I agree to purchase the following 2011 CVB Package (Jan. 1 – Dec. 31):

Contract Total: \$ ***** must be paid in full on or before August 18, 2010 or be subject to cancellation.**

***No additional charge for Members participating in the Tourism Development Fee (TDF). Members who are not participating in the TDF must also collect and remit \$1 per rented night/per unit. In addition I agree to distribute the MBACVB visitor guide(s) at my property. **I understand the MBACVB visitor guide(s) will be provided to me at no extra cost, based upon reasonable requested quantities.** Out-of-state Members must also add 30% to the applicable package price.

**Remit Applicable and Additional Payments to:
Myrtle Beach Area CVB, P.O. Box 8082, Myrtle Beach, SC 29578-8082**

The Member shall release, indemnify and hold the MBACVB and its employees harmless for any claims, losses, costs, expenses or suits that result directly or indirectly from the publication of the Member's advertisement under the term of this Contract. The Member recognizes the MBACVB does not guarantee any results of any advertising, including, but not limited to, phone calls and Internet inquiries.

By signing, I affirm that I have read, understood, and will abide by the accompanying applicable Package Summary as well as any and all applicable rules, regulations, policies, procedures, guidelines, etc., which have been presented to me and are available at www.MyrtleBeachAreaChamber.com which are hereby incorporated herein and made a part hereof (including but not limited to lead services, internet and e-mail services, mail services, e-postcards, etc.). Also, I understand and will comply with the terms, conditions, and specifications set forth in this Contract. If any provision contained in this Contract shall be held to be illegal, invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary to render it legal, valid and enforceable, and if no such modification shall render it legal, valid and enforceable, then this Contract shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced accordingly. The individual also acknowledges that he/she is legally authorized by the Member to execute this Contract and that this Contract will legally bind the Member upon his/her execution.

**Contract must be signed and returned to the Chamber in order to reserve ad space,
please send to Scott.Head@VisitMyrtleBeach.com or fax to 843.916.7254.**

Date:

Signature:

Witness: