

ADDITIONAL TERMS

5. SPECIFICATIONS. Any Specifications accompanying or attached to this Agreement are considered part of the Agreement; acceptance of the primary Agreement form shall be understood to include acceptance of the Specifications.
6. ACCEPTANCE: Time being of the essence, Advertiser agrees that acceptance of this offer shall be declared by the return of this Agreement to F.P.I.S., completed as required, within fifteen (15) business days of the date of issue. It is further understood that, where a representative Agency is used by the Advertiser, the Advertiser will assume complete and final responsibility for charges incurred, and commitments entered into by the Agency on behalf of the Advertiser.
7. BUSINESS PRACTICES: Advertiser and FPIS do both understand and agree to a) conduct their business activities honestly and ethically, and b) comply with all applicable government laws, rules and regulations regarding business conduct, and c) deal fairly and respectfully with one another as well as each others customers, suppliers, competitors and employees, and d) proactively promote ethical behavior as a responsible partner in the travel and tourism community. Advertiser does understand and agree that any behavior or actions on Advertisers part that conflicts with these conduct guidelines - including, but not limited to, deception, false representation, concealment of material facts, or any form of misconduct as relates to generally accepted business practice - can result in immediate cancellation of this Agreement by F.P.I.S.
8. MATERIAL: The cost of all advertising materials - art layout, photography, printing, shipping, etc. - will be the responsibility of the Advertiser. F.P.I.S. shall provide specific shipping instructions, and will recommend initial quantities to be delivered to the warehouse(s) serving the area(s) covered by this Agreement. **ALL MATERIALS PROVIDED TO F.P.I.S. FOR DISTRIBUTION MUST BE SHIPPED PREPAID AND MARKED FOR INSIDE DELIVERY-NO ONE TO SIGN.** It is understood that initial delivery of material shall be made no later than fifteen (15) days prior to the start date of service in order to insure complete placement in all locations within the service area(s) within the normal service cycle of the area(s) covered by this Agreement. F.P.I.S. shall be blameless for incomplete service due to late delivery of material. Charges shall commence with the Start Date(s) given in Section 1 (1) regardless of whether materials are timely delivered to F.P.I.S. Advertiser understands and agrees that material shipped in bulk to F.P.I.S. Home Office for reshipment to the satellite warehouse(s) involved in Advertisers distribution will result in handling and shipment charges being applied to Advertisers account.
- Advertiser understands that, subsequent to the provision of an initial quantity of brochures to be distributed, restocking quantities may be required. Advertiser agrees to provide such restocking material as requested by F.P.I.S., and understands that failure to do so within fourteen (14) days of the request can result in F.P.I.S. termination of this Agreement. Advertiser understands and agrees that provision of sufficient quantities of material shall be his/her responsibility, and that failure to provide brochures for distribution in the service area(s) contracted **shall not** exempt advertiser from the financial obligations established by this Agreement.
- Finished dimensional requirements for material to be distributed by F.P.I.S. are a width of no less than three and one-half inches (3.5") and no more than four and one-eighth inches (4.125") and a height of no less than eight and one-half inches (8.5") and no more than nine and one-quarter inches (9.25"). Paper weight and grain must be sufficient to allow the brochure to stand alone and withstand the elements (heat, humidity, etc.). It is understood that material provided for distribution which does not meet these standards may be subject to rejection by F.P.I.S.
- Advertiser understands and agrees that *only upon prior approval by F.P.I.S.* will F.P.I.S. provide storage for quantities in excess of 25,000 brochures. Advertiser further understands and agrees that for storage of quantities in excess of the maximum, handling fees of \$.50 per 1,000 will be added to advertisers account as additional handling fees. The fee will be based on the largest quantity stored during a given month.
- Advertiser understands and agrees that F.P.I.S. has the right to examine for form and content of any and all advertising materials submitted for distribution at any time, including, but not limited to, the initial contract brochures and all "changeout" brochures. Advertiser further agrees and understands that F.P.I.S. has the right to refuse, to reject and to not distribute any and all Advertiser=s materials that F.P.I.S., in its sole discretion, believes to be detrimental in any way to its business, its advertisers or its display location properties. Changeouts shall be defined as replacement of one version of a brochure by a new, updated or otherwise different version, and shall be limited to two (2) per calendar year. Additional changeouts, over and above this limit, will be performed with fees according to current rates per route assessed the Advertiser's account.
9. TITLE: F.P.I.S. shall accept and retain title to all advertising materials provided it by Advertiser until termination of this Agreement and payment of all sums due F.P.I.S. hereunder, whereupon title shall revert to Advertiser or the Advertisers representative Agent. Disposition of remaining materials shall be the responsibility of the Advertiser or the representative Agent; however, materials not claimed within 30 days of the completion of this Agreement shall result in title to the material reverting to F.P.I.S. with the use or disposal of the material to be solely the option of F.P.I.S.
10. INSURANCES: Advertiser shall be solely responsible for securing and payment of any insurance coverages so desired for materials provided to F.P.I.S. from Point of Origin through Final Delivery of the material to F.P.I.S. display locations. Advertiser agrees to hold F.P.I.S. harmless for damages to the materials while in F.P.I.S." care and further agrees to not subrogate against, nor allow his insurance company to subrogate against F.P.I.S. in the event of loss or damage.
11. LOCATIONS: Locations contracted in areas of service are subject to change without notice. The number of locations provided in a service area may vary from time to time as it is understood that individual locations have right of refusal of materials. F.P.I.S. will add, delete, or exchange locations accordingly. Updated listings are available by request.
12. PAYMENT: Invoicing will be prepared and issued per the terms specified in Sections One (1) and Two (2). Advertiser understands and agrees that such invoices will be payable upon receipt, and that payment shall be made at or to the offices of F.P.I.S., INC. P.O. Box 560309, Orlando, FL 32856, or to any such place designated by F.P.I.S. hereafter. It is further understood that, for any invoice not paid and received by F.P.I.S. by the twentieth (20th) day following issue of that invoice, F.P.I.S. shall apply service charges in the amount of \$10.00 per service area contracted. Delinquent accounts of 45 days or more will be subject to a pull and hold of Advertiser's materials with a restocking fee of \$150.00 per service area contracted to be paid by the Advertiser. Delinquent accounts of 60 days or more WILL be sent to a collection agency and it is understood that the Advertiser will bear any cost associated with the collection agency and/or attorneys. It is further understood that accounts delinquent by sixty (60) days or more may render this Agreement subject to immediate cancellation by F.P.I.S.
13. RATES: Due to inflationary costs, rates are subject to change, with written notice provided by F.P.I.S.
14. CONTINGENCIES: If, by reason of acts of Nature, fires, strikes, shortages of labor or materials, present or future governmental laws, ordinances, rules or regulations, F.P.I.S. is unable to provide the services specified in this Agreement, this contract shall not terminate in whole or as to any part. F.P.I.S. will allow the Advertiser service/credit, provided in the form of an extension of the distribution service provided by this contract beyond the termination date herein before provided, or by an extension of service area beyond that covered by this Agreement. It is understood that this will be the only form of service credit provided.
15. BREACH OF AGREEMENT: Advertiser shall be in breach of this Agreement by failure to meet any of the terms of this Agreement other than provided for in Section 12 (' 12), or any accompanying Specifications. Advertiser understands and agrees that, should legal action become necessary, Advertiser will bear full responsibility for court costs and attorneys fees.
16. CANCELLATION: Cancellation of this Agreement by the Advertiser can be accomplished only by a sixty (60) day advance written notice of cancellation delivered by certified mail to the address specified elsewhere in this Agreement.
17. COMMUNICATION: Customer authorizes F.P.I.S. to correspond via (including but not limited to) facsimile, postal mail, email, etc.
18. VENUE: This Agreement is entered into and governed by the laws of the State of Florida, Orange County.

F.P.I.S., Inc. is a minority owned business and equal opportunity employer.

Fort Pierce Authentic Tours

Yes, I have read and agree to the terms above:

Signature(s)

Confirmation of all Additional Terms / Addendum statements

Date