

ElderCare Resources Louisville®

We Provide the Most Cost-Effective Online Promotion Method For
You to Target Seniors, Their Caregivers and Purchase Influencers

Online Marketing AGREEMENT

THIS AGREEMENT is effective as _____ by and between:
_____ whose address is _____ and ElderCare Resources
Louisville (CONSULTANT) whose address is P.O. Box 22244 Louisville, Kentucky 40252

1. RELATIONSHIP OF THE PARTIES: The parties do not intend by this Agreement to create the relationship of partners, joint ventures, or employer-employee.

2. SERVICES: CONSULTANT will provide CLIENT with the Online Marketing Campaign defined below.

Profile Page/Micro-Site: CLIENT Will be Given Private Login Access to Their Own Dedicated Webpage on www.ECRLouisville.com including their Business Description (200 words), Interactive Mapping, Photo Gallery, YouTube® Video Gallery, Direct Link to Their Website, Printable EZ Coupon Creation, Facebook® Page Link, Customer Review, e-Mail, Unlimited Brochure/Flyer Downloads, and Distribution of Articles & Videos.

3. PAYMENT TERMS: Payment due on all ECR Marketing/Consulting Services may be made by Check or US Postal Money Order made out to ElderCare Resources Louisville. All payments are due the 1st of the month. All Monthly invoices will be emailed 15th of each month. Payments can be mailed to: ElderCare Resources Louisville, P.O. Box 22244, Louisville, Kentucky 40252. ElderCare Resources Louisville: Federal Tax Identification Number 46-3262165

Listed as a _____ Plan Provider

(We will go live once signed contract and 1st months payment is received)

E-Mail: _____ Phone: _____

Website URL: _____

Signed: _____ Title: _____ Date: _____

4. **Indemnification for Liability:** CLIENT agrees to not upload post or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable. CLIENT assumes liability for all text content and assumes responsibility for any claims arising there from made against ECR. CLIENT is solely responsible for any legal liability arising out of content used on the site, and/or any material to which users can link through their Profile Page. CLIENT claims content will not violate any criminal laws or rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary property right, false advertising, unfair competition, violation of any anti discrimination law or regulation, or any other right of any person or entity. CLIENT agrees to indemnify ECR, its employees or representatives and to hold them harmless from any and all liabilities, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by ECR arising out of or related to CLIENT's breach of any of the foregoing representations and warranties.

5. **Entire Agreement:** This Agreement is the complete and exclusive Agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral). This contract is considered fully executed and binding when signed by CLIENT and authorized agent for ECR.

6. **CONFIDENTIAL INFORMATION:** CONSULTANT understands that the CLIENT possesses certain proprietary information which is important to its business and that this Agreement creates a relationship of confidence and trust between CONSULTANT and the CLIENT. At all times, both during the term of this Agreement and after its termination, CONSULTANT will keep in confidence and trust, and will not use or disclose, any Proprietary Information.

7. **GOVERNING LAW:** The terms of this Agreement shall be governed and construed in accordance with the laws of the Province of Quebec. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible, and without delay, and to continue to perform their respective obligations not affected by the dispute.

8. **Severability:** In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement shall remain in full force and effect.

THIS AGREEMENT is made, entered into, and effective as of the day and year first above written.

Accepted by ECR: Print: Frank Albicocco Title: Owner

ElderCare Resources Louisville®

Address: P.O. Box 22244, Louisville, KY 40252 – phone: 502.994.1004 - e-mail:info@ECRLouisville.com