



CRETEBUSINESS.COM
CRETELATINOBUSINESS.COM
P. O. BOX 4342
OMAHA, NEBRASKA 68104

We Promote Business!™

MEDIA SERVICES AGREEMENT

Crete Latino Business Directory, herein after referred to as CLBD and CLIENT, herein after referred to as CLIENT, hereby agrees to abide by the terms and considerations set forth in the following Agreement:

TE PROMOVEMOS TU NEGOCIO - GRATIS!

En pocas palabras, nuestro objetivo es promover su negocio. Para hacer esto, filmaremos con edición y postcaremos videos que exhiben sus productos y servicios, publicaremos sus volantes y anuncios y te permitirá trabajar en red con otras empresas para ofrecer oportunidades de comercializar mutuas - y vamos hacer todo esto gratis!

Así es, somos la UNICA salida de los medios de comunicación en Creta que promoverá su negocio gratis!

WE'LL PROMOTE YOUR BUSINESS - FREE!

Simply put, our objective is to promote your business. To do this, we'll film, edit and post videos that showcase your products and services, we'll post your flyers and advertisements, and we'll enable you to network with other businesses to provide mutual cross-marketing opportunities - and we'll do all of this for FREE!

That's right, we're the ONLY media outlet in Crete that will promote your business for FREE!

1. **Production:** CLBD will provide all audio/video equipment, facility, and all other technical devices and services needed to provide and support an audio/video-based production.
 - a. In the event technical difficulties, the specific programs to be recorded and produced by CLBD will re-scheduled at a time of mutual agreement for CLIENT and CLBD.
 - b. CLIENT will determine the specific original programs to be recorded, produced, and exclusively posted on cretebusiness.com / cretelatinobusiness.com by CLBD.
 - c. At no cost to CLIENT, CLBD will film, produce, edit, and post original audio/video content and related graphic content (flyers, advertisements, slideshows, GIFs, etc.) on cretebusiness.com / cretelatinobusiness.com.
 1. CLIENT agrees not to post or distribute any original content produced by CLBD at any third-party print and electronic media outlets (newspapers, internet, radio, television, cable, etc.) external to cretebusiness.com / cretelatinobusiness.com.
 2. CLIENT agrees to compensate CLBD at its current **Media Service Rate Card** for violating "1.c.1" above.
 3. At cost, CLIENT may establish an original work-for-hire agreement with CLBD to produce original web sites, print, and audio/video content for posting and/or broadcast at third-party print and electronic media outlets (internet, radio, television, cable, etc.) external to cretebusiness.com / cretelatinobusiness.com.
 - d. After providing CLBD with a minimum seven-(7) day notice, CLIENT has the option to pre-tape programs on days and times of mutual convenience.

1. Programs may be pre-taped in the CLBD studio, or at remote locations subject to CLBD's existing production schedule.
 2. CLIENT's program host, co-hosts and all guests must have a physical presence "on set" at least ten (10) minutes before the start of scheduled taping. Exceptions, such as a rolling-start for program hosts, can only be approved in advance by the CLBD.
 3. It will be considered as an act of "failure-to-appear" when a program host, co-host or guest arrives late or fails to appear for a scheduled recording, and CLBD will immediately cancel the scheduled production.
- e. In the case of original content from CLIENT, such content will be provided to CLBD at least 48 hours before scheduled posting at cretebusiness.com / cretelatinobusiness.com, and provided to CLBD as:
1. A CD or DVD containing all required program content;
 2. Via email as: MP3 for audio; MP4 for video; JPEG, GIF, and PNG for images/photos; DOC, DOCX, and PDF for documents; and PowerPoint and Keynote for presentations and slideshows.
 3. Audio/video content will last no longer than three-(3) minutes.
 4. Written notice of the specific web-based location and link(s) to any required media files.
 5. Written notice of the complete detail of any specific program production requirements pertaining to facility usage request(s), on-screen graphics, music, video via PowerPoint or Keynote, graphics, inserts, web links, named guests, audio files, and other creative processes and production materials.
- f. The production of all CLIENT media is proprietary, and exclusive to the named parties established by this Agreement. CLIENT cannot "sublet" or transfer or distribute media to a third-party without written authorization by CLBD.
2. Program Content: CLBD will monitor program content and reserves the right to prohibit the production of any content CLBD determines to be of inferior technical quality [picture and sound] or otherwise in violation of copyright and related laws or regulations, or applicable production standards (absolutely no profanity, pornography, etc.).
 3. Morals Clause: CLIENT program hosts will conduct themselves in a professional manner at all times. This includes language, demeanor, dress and general appearance. The use of illicit drugs or alcohol during production is strictly prohibited. Upon violation, CLBD reserves the right to terminate this Agreement without notice or reimbursement.
 4. Termination: This contract may be terminated by either party upon providing a thirty-(30) day written notice of intent to terminate. Any disputes of this Agreement are to be interpreted under the laws of the State of Nebraska, and all claims must be litigated in Omaha, Nebraska.
 5. Confidentiality: This Agreement is Confidential and CLIENT shall not disclose, publish, or disseminate this Confidential Information to anyone other than those individuals approved by CLBD with a need to know, and CLIENT agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of this Agreement.
 6. Copyright: CLIENT acquires ownership and copyright of all print and audio/video content produced by CLBD. Unless otherwise noted, all information, data, designs, code, and other materials produced for cretebusiness.com / cretelatinobusiness.com by CLBD are protected by intellectual property and other laws, with ownership held by CLBD. CLIENT must comply with all such laws and applicable copyright, trademark or other legal notices or restrictions. CLBD reserves all other rights, and CLIENT may not otherwise copy, reproduce, distribute, publish, display, perform, resell, sublicense, or create derivative works of CLBD's proprietary products without the written permission of CLBD.
 7. Licensure and Internet Use for Original Copyrighted Content Produced by CLBD:
 - a. CLIENT shall acknowledge/credit Crete Latino Business Directory with each use or exhibition of original content produced by CLBD: with the following: *"Produced by Crete Latino Business Directory. All Rights Reserved. For more information, visit www.cretebusiness.com."*

- b. CLIENT agrees to indemnify and hold harmless CLBD and its successors, licensees, assigns, directors, officers, employees, agents, attorneys and other representatives from any claim, action, judgment, or liability or any kind arising out of CLIENT's use of "cretebusiness.com / cretelatinobusiness.com."
 - c. CLBD can revoke CLIENT's permission to exhibit print and audio/video content that displays the CLBD logo and indicia at any time; notice of such revocation to be delivered to the attention of CLIENT listed on this agreement.
8. This Agreement constitutes the entire agreement and supersedes all prior or contemporaneous oral or written agreements. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties. This Agreement will be governed by and construed in accordance with the laws of the State of Nebraska, excluding that body of Nebraska law concerning conflicts of law.

Understood and agreed to by the duly authorized representatives of the parties:

Crete Latino Business Directory

CLIENT

Name

Program Producer
Title

Address

City, State and Zip Code

Phone

Fax

Email

By Viaje Reynos / Date

By (Authorized Signature) Date