

CUSTOMER SERVICE AGREEMENT

Alaska Grafix (hereinafter **COMPANY**) and the on-screen advertising customer (hereinafter **ADVERTISER**) agree to the following terms and conditions for displaying their advertisements on the cinema screens at Gross-Alaska, Inc. and the Sitka Coliseum theatres (hereinafter **THEATRES**):

General Terms

- COMPANY provides on-screen advertising services for ADVERTISER at either or all of the THEATRES' locations in Juneau, Ketchikan, and/or Sitka, Alaska.
- ADVERTISER can not advertise or promote alcohol or tobacco use & sales in any form.
- COMPANY is an independent contractor and separate business from THEATRES. Nothing in this Customer Service Agreement establishes any contractual relationship between THEATRES and ADVERTISER and the parties hereto specifically agree that there is no relationship, contractual or otherwise, between ADVERTISER and THEATRES.
- ADVERTISER agrees that all sales personnel are independent contractors and are not employed by COMPANY; are not subsidiaries of COMPANY; and are not agents of COMPANY, real or apparent.
- ADVERTISER agrees that all content must be acceptable for general audience viewing. COMPANY is not responsible for the advertising content submitted by ADVERTISER and displayed by THEATRES.
- ADVERTISER agrees to hold harmless, defend and indemnify COMPANY and THEATRES for any copyright or trademark infringement or violation in the crafting and/or display of ADVERTISER's advertisement.
- ADVERTISER recognizes and agrees that THEATRES have the right to revoke its permission and agreement to display advertisements at any time. ADVERTISER agrees that should THEATRES revoke its agreement allowing display of advertising, there shall be no recourse or remedy whatsoever against THEATRES.
- Should THEATRES revoke its permission and agreement to display ADVERTISER's advertisement(s), COMPANY shall fully refund any fees paid to it by ADVERTISER for the revoked advertising. ADVERTISER agrees that it will have no claim for damages relating to lost revenues, costs, expenses, contractual reliance or breach, or any other claim for monetary damages against COMPANY.
- All onscreen advertisements displayed on-screen in the cinemas are property of COMPANY only. Displayed advertisements are not the property of ADVERTISER, the independent contractor designing or representing the advertisement, or any other party.

Terms of Sale

- COMPANY makes no representations about the placement of ADVERTISER's advertising slide within the order of the advertising cycle other than that it will be shown within the assigned cinema, displayed for the determined duration, and will rotate no longer than 8 minutes.
- All advertising space contracted for between the parties is non-transferable.
- COMPANY reserves the right to edit, cancel or reject any advertising copy or material submitted by ADVERTISER at any time for any reason.
- All sales in the Juneau, Alaska area, under terms of this contract are subject to a 5% City/Borough of Juneau sales tax, unless COMPANY is a non-profit organization or government agency.
- COMPANY may change onscreen advertising rates at the end of the current prices' validation period, indicated on the official Alaska Grafix Rate Sheet provided by COMPANY.
- ADVERTISER agrees to make all advertising payments by check or money order to: "Alaska Grafix". All Returned Checks for whatever reason are subject to a 5% Returned Check Fee of the total amount of contract.

Advertising Rates and Terms

- ADVERTISER agrees to pay the advertising rates published and provided by COMPANY in the Official Alaska Grafix Rate Sheet.
- ADVERTISER agrees to purchase advertising services from COMPANY in accordance with the contract agreed upon by ADVERTISER with COMPANY once ADVERTISER gives *final approval*.
- ADVERTISER can pay off their multi-month contract initially all at once or split up their contract on a monthly basis. This only applies to contracts longer than 2 months. ADVERTISER reserves the right to pay their contract in full at a later date if initially on a monthly payment plan.
- Once ADVERTISER's contract is paid in full, COMPANY agrees to waive any additional charges to ADVERTISER for advertisement changes, or the like, once each month, for the remaining duration of the contract.
- ADVERTISER agrees that for the purpose of billing and advertisement display on-screen, 1 month equals 28 days or 4 weeks.
- COMPANY agrees to design and create on-screen advertisements for ADVERTISER at the published price without any additional costs for designing the initial advertisement for display; ADVERTISER will receive a 10% price discount if the advertisement is pre-designed by ADVERTISER according to exact correct Design Layout Specifications provided by COMPANY.
- ADVERTISER agrees to approve its final advertisement design, either by email, phone or a written statement, before COMPANY will display their advertisement on-screen. COMPANY will not display ADVERTISER's advertisement on-screen without *final approval* for the advertisement design.
- Once ADVERTISER has given their *final approval* for their design the contract between ADVERTISER and COMPANY is then officially valid. Pre-designed advertisements by ADVERTISER are considered finally approved upon arrival.
- Once ADVERTISER has given their *final approval* for their design and the contract is valid, ADVERTISER is then officially agreeing to the terms laid out in this Customer Agreement.
- COMPANY will not be responsible for accuracy, content & spelling errors once the ADVERTISER's *final approval* has been given and the contract will remain valid.
- ADVERTISER agrees to pay the total cost of the advertising space contracted for in the event that ADVERTISER cancels its advertisement, following ADVERTISER's *final approval*.
- COMPANY will make all reasonable efforts to return camera-ready art, pictures, digital imagery, or other media to ADVERTISER in the original condition, but does not guarantee the condition upon return. COMPANY will not be responsible for loss or damage to advertising copy material provided by ADVERTISER for use with designing ADVERTISER's advertisement.
- COMPANY agrees to begin displaying ADVERTISER's advertisement by the next Friday following a 4 day minimum production duration time, after the date of when ADVERTISER gave their *final approval*.
- ADVERTISER may make changes to its advertisement or post its advertisement early at any time during the month for an additional charge, as indicated on the official Alaska Grafix Rate Sheet provided by COMPANY.
- ADVERTISER can sign up for individual screen advertisements for 1 to 7 days for an additional charge, as indicated on the official Alaska Grafix Rate Sheet provided by COMPANY.

Quality of Service Guarantee

- If at any point ADVERTISER is unhappy with the service provided by COMPANY or the service does not meet ADVERTISER's satisfaction, COMPANY agrees to refund all or a portion of ADVERTISER's contract with COMPANY. COMPANY is not responsible for the effectiveness of the marketing campaign or message of the actual advertisement.
- If COMPANY does not meet the terms laid out in this Customer Agreement then COMPANY agrees to refund all or a portion of ADVERTISER's contract with COMPANY.
- In the event of an operational problem either from COMPANY or THEATRES that prevents ADVERTISER's advertisement from being displayed in accordance with this Customer Agreement, COMPANY agrees to refund all or a portion of ADVERTISER's contract with COMPANY.