



Advertising Services Agreement

This Agreement is made and entered into as of _____ by and between:

Service Provider:

Clubhouse Advertising Network
4315 US.17 Business Unit A Murrells Inlet, SC 29576
(888) 200-7141
Authorized Representative _____

Client:

Name of business: _____
Address: _____
Name of Authorized Representative: _____
Phone: _____ Email: _____

1. Our Program:

The Service Provider agrees to perform the following digital marketing services ("the Services") for the Client:

Create and Display Client Authorized Advertising Messages on Digital Screens

- Service Provider will create a marketing message / image to be displayed on one digital picture frame at a designated clubhouse. Images will appear on the digital picture frame for 10-second intervals. Client can provide a 10-second video if they choose to do so.
- Each digital picture frame displays the image (or video) for ten seconds and rotates to the next message. This occurs during all business hours at each clubhouse location. The average amount of times the Client's message will appear during one business day is 240.
- All images / videos are sent directly to each digital picture frame from the Clubhouse Advertising Network offices. Images and Videos can also be removed using the same process. This allows for current information to be displayed.

- If client is using multiple clubhouse locations, Service Provider will display the same message or a different message, based on Client's wishes.
- Service Provider will make every effort to ensure Digital Picture Frames are connected and located in a high traffic area, within each clubhouse. We will partner with clubhouse personnel to create a line of communication that enables a sense of urgency to solve any equipment issues, up to and including replacement.
- **A total of 15 different images / videos** will appear on each digital picture frame, in 10-second intervals. Client's image or video is one of fifteen, broken down in this format:
12 - Non-competing Client's (businesses) images.
2 - Clubhouse themed images.
1 - Service Provider message.
- Client's image / video is projected to be shown approximately 72,000 times per year in each clubhouse. This projection is based on 300 days per year (seasonality factored in) 10 business hours per day, 240 times each day.
- Video creation is not part of our standard program. Client must provide a 10-second video in the format used by our system. If client desires a video, Service Provider may be able to provide for an additional fee.

*InPhone Digital Business Card is provided free of charge during the term of this agreement. If you do not participate in the C.A.N. program in the future, you can pay a \$199 annual fee to keep your InPhone active or allow it to be deactivated.

2. Term of Agreement

This Agreement shall commence on _____ and ends on _____ or until terminated as provided herein. Renewal terms can be negotiated at the end of the contract period.

Your business will be the exclusive representative in your category.

3. Fee Structure

The Client agrees to pay the Service Provider a total fee of \$198.00 for the first month. (This includes a one time set-up fee for ad creation.) Then 10 (ten) monthly payments of \$99.00. The number of clubhouse locations client is participating in is: _____.

At various times, a promotional fee of \$999 may be offered for paying the annual fee up front. If this option is being used, please show the number of clubhouse locations client is participating in here: _____

Payment shall be made automatically using PayPal subscription button on Clubhouse Advertising Network website.

Intellectual Property Rights

Upon full payment, the Client shall own all rights, title, and interest to the content written by the Service Provider under this Agreement. However, there are specific nuances to this:

1. Ownership of Content:

- Upon full payment for the services rendered under this Agreement, the Client will own all rights and titles in the content created by the Service Provider. This includes but is not limited to, blog posts, social media posts, and any other written materials.
- The transfer of ownership applies to all final deliverables. However, the Service Provider retains ownership of drafts, outlines, or preliminary materials not delivered as part of the final work product.

2. Rights to Content Before Payment:

- Until the Client has made full payment, the Service Provider retains all rights to the content created during the term of the agreement. The Client may not publish, distribute, or otherwise use the content without the express written consent of the Service Provider.

3. Service Provider's Rights:

- The Service Provider retains the right to use non-confidential content elements (such as general writing samples, anonymous case studies, or portfolio pieces) for marketing, portfolio, or educational purposes unless otherwise agreed upon in writing.
- The Service Provider also retains ownership of any proprietary tools, processes, or methodologies used to create the content, including keyword research templates, SEO checklists, and content frameworks. These tools may not be duplicated or distributed by the Client.

4. Use of Licensed Materials:

- If any third-party materials (e.g., stock images, licensed software) are used in the content writing process, the Client will be responsible for securing the necessary licenses.

5. Intellectual Property for Client-Provided Materials:

- The Client warrants that any materials (e.g., logos, brand assets, images) provided to the Service Provider for inclusion in the content are owned by the Client or that the Client has secured the necessary rights to use these materials. The Client agrees to indemnify the Service Provider against any claims arising from the use of such materials in the content.

6. Retention of Intellectual Property for Non-Payment:

- If the Client fails to make the agreed-upon payments, the Service Provider retains full ownership and intellectual property rights to all content created under this Agreement. The Client will not be permitted to use, publish, or distribute the content until payment is received in full.

7. Confidentiality Both parties agree to maintain the confidentiality of all proprietary or sensitive information disclosed during the term of this Agreement. Neither party shall disclose such information without prior written consent from the other party.

8. Independent Contractor

The Service Provider Representative operates as an independent contractor and is not an employee, partner, or agent of the Client. The Service Provider is responsible for their own taxes, insurance, and other employment-related benefits. As an independent contractor, the Service Provider Representative has full control over how the services are provided and is solely responsible for the means, methods, and processes used to deliver the agreed-upon services. The Client has no authority to control or direct the Service Provider's day-to-day activities outside the scope of work specified in this Agreement.

9. Termination

Either party may terminate this Agreement at any time by providing written notice "with justified cause" to the other party at least 60 days in advance. In the event of termination, the Client agrees to pay for all services rendered up to the termination date, including any work in progress. If the Client terminates the Agreement without providing proper notice or breaches the terms of the Agreement, the Service Provider reserves the right to retain all payments made and seek additional compensation for any outstanding work. Upon termination, all materials, assets, and content created but not yet paid for will remain the property of the Service Provider until full payment is received.

Client and Service Provider should make every effort to resolve issues fairly and timely.

10. Dispute Resolution

In the event of a dispute arising out of or relating to this Agreement, both parties agree to first attempt to resolve the issue through informal discussions. If a resolution cannot be reached, the parties agree to seek mediation or arbitration in **Georgetown County South Carolina**.

11. Liability and Indemnification

The Service Provider will not be liable for any indirect, incidental, or consequential damages arising from the services provided under this Agreement. The Client agrees to indemnify and hold the Service Provider harmless against any claims, liabilities, or expenses arising from the use of the content or services, including but not limited to third-party claims related to intellectual property, data breaches, or unauthorized use of materials. The Service Provider's liability shall not exceed the total fees paid by the Client under this Agreement.

12. Governing Law

This Agreement shall be governed by and construed under the laws of **South Carolina**.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings or agreements, whether oral or written.

14. Amendments

This Agreement may be amended only in writing and signed by both parties.

Additional features or programs that will be added to this program: (if no other commitments, write NA)

15. Signatures

By signing below, both parties agree to the terms and conditions outlined in this Agreement.

Service Provider: Clubhouse Advertising Network

Authorized Signature: _____

Printed Name: _____

Position / Title: _____

Date: _____

Client:

Authorized Signature: _____

Printed Name: _____

Position / Title _____

Date: _____