

Recom	mended Ho	me Theate	r Installers	<b>Network Ord</b>	der Form
Company Name					
Contact Name					
Title					
Street Address					
Street Address					
Line 2					
City/State/Zip					
Phone Number					
Fax Number					
Email Address					
Website	www.				
Recomm	nended Hon	ne Theater	Installers l	Network Listi	ng Levels
Level III: Recommended and Certified		Initial Here for			
¢50.00				Laval III Liatiaa	

Recommended Home Theater Installers Network Listing Levels			
Level III: Recommended and Certified	Initial Here for		
\$59.00 per month	Level III Listing		
Premier placement over Member and Courtesy listings Includes Graphic Logo and 80 character slogan line outside the banner Listing information - business name, address, phone number Customer Reviews about your business A link to your email address or Web site A link to a More Info page - allows you to provide additional information about your business including product information, lists your services and brands, forms of payment, hours of operation	Annual Monthly		
Level II: Member	Initial Here for		
\$29.00 per month	Level II Listing		
Priority placement over Courtesy listings Listing information - business name, address, phone number Includes a Logo Graphic and two (2) lines of text (80 characters) to promote your business	Annual		
business	Monthly		
Level I: Courtesy Listing information – business name and state	Initial Here for Level I Listing		
Listing mismatter.	Level I Listing		

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Contact: 503.214.2288 Toll-free fax: 877.311.2544

Hours of operation: 8AM-4PM PST Mon-Fri

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Payment Methods: CEAG accepts check, debit or credit card. Checks will be accepted for annual membership only.  Card Payment (complete appropriate payment method)			
ation			

If paying by check, mail checks to: CEAG Inc., Marketing Department, 7556 Haley Lane, Indian Land, SC 29707.

This is a binding contract for services. It is understood and agreed that the forwarding of a Recommended Installers Network Order Form or payment constitutes an acceptance by the Installer of all Terms and Conditions of CEAG's rates and listing policies.

Submit completed Recommended Installers Network Order Form and fax to:

**Marketing Department** 

CEAG, Inc.

Fax: 1-877-311-2544 Phone: 503.214.2288

Inquiries: <a href="mailto:nancy@lcdtvbuyingguide.com">nancy@lcdtvbuyingguide.com</a>

## **Member Listing Information**

Recommended Home Theater Installers Network Information		
Company Name		
Listing Level (Confirm by checking box):		
Level III	Level II	Level I
Information about Businesses		
Up to two paragraphs maximum.		
		2

CEAG, Inc.

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Customer References (Level III Only) Three or Four Customer Names and Phone Number (within last 6 months)				
Graphic Logo				
Insert a .gif or .jpg file here – you may also email to: nancy@lcdtvbuyingguide.com				
Services and Brands (	Carried			
Trade Affiliations or Continuing Education Certificates				
Areas of Expertise (cir	rcle one)			
Residential	Comme	rcial	Both	
Forms of Payment Acc Credit card		Check	Money Order	
Hours of Operation				

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## **Terms and Conditions**

<u>Scope:</u> These standard Terms and Conditions ("T&C") govern the terms under which Consumer Electronics Advisory Group (CEAG) may list information from Installer. These T&C, together with the attached Recommended Installers Network Order Form (the "IOF") constitute the entire agreement ("Agreement") between CEAG and Installer. References to "Installer" or "you" in the Agreement means the "Installer" as specified in the attached IOF. Except as otherwise expressly provided in this Agreement, in the event of any conflict between the terms of the IOF or the Agreement, the IOF shall control.

<u>Billing and Terms of Payment:</u> Payment is required upon execution of Agreement and will continue either monthly or annually, as applicable, throughout the term of the Agreement. Monthly billing cycles will take place on the 1<sup>st</sup> of the month. First payments may be pro-rated and will include the pro-rated period and first month in the initial payment. CEAG may remove Installer information and suspend our services hereunder if payment is not received by the due date. CEAG may charge late payment fees of \$20 per occurrence. Installer agrees to pay any attorneys' fees and costs that our agents or we incur in collecting any unpaid amount. Any changes to credit card information must be promptly faxed to: 877.311.2544.

<u>Information Requirements and Deadlines:</u> Information including company information and other information used to promote your business, email and Web site address, list of services and brands, forms of payment etc, must be submitted via email to <a href="mailto:nancy@lcdtvbuyingguide.com">nancy@lcdtvbuyingguide.com</a>. Information submitted before 12 p.m. PST will be published within three (3) business days. CEAG may label an advertisement as an "advertisement" or "sponsor".

<u>Placements:</u> Installer will receive placement on the Recommended Installers Network ("RIN") Web pages as stated in the IOF and will be placed on a non-exclusive basis. Advertising or sponsorship programs will be made through separate agreement and is available on first-reserved basis.

<u>Information Updates:</u> Updates to Installer information are accepted on a quarterly basis from the date of the Agreement. One quarterly update will be provided free of charge. A fee of thirty dollars (\$30.00) will be charged to the Installer's credit card for additional updates or revisions. CEAG without any obligation will make improvements or correct omissions.

Rate Protection and Term: Installers are protected at their contract rate throughout the term of their Agreement. The term of this Agreement commences on the date of execution by Installer and shall continue until CEAG has fulfilled the Initial Term specified in the IOF. Upon expiration of the Initial Term, the term of this Agreement shall automatically renew for a "Renewal Term" unless Installer or CEAG notifies the other in writing of its intent not to renew at least thirty (30) days before expiration of the Initial Term.

<u>Cancellation</u>: CEAG reserves the right to cancel this contract in the event of 1) non-payment, 2) late payment, 3) written negative feedback from the marketplace/customers related to services provided by the Installer, 4) evidence of unethical behavior by the Installer or 5) if Installer breaches this Agreement.

Prohibitions, Content and Intellectual Property Rights: Installer confirms that a) Installer is authorized to advertise and display the requested business, product or service, (b) Installer is a business, (c) that the content of any information is truthful and not misleading, (d) that Installer is in compliance with all laws and licensing requirements relating in any manner to the goods or services displayed, and e) that Installer has the right to use and publish any name, address, trade name, service mark, picture, endorsement, copyrighted item or other content and that such use complies with all applicable laws, license agreements and other obligations. Installer agrees to notify CEAG immediately in writing at any time that any of these representations is not true and correct in all respects. Installer assumes sole responsibility for the protection of any copyrights, trademarks, service marks and other intellectual property owned wholly or partially by you or which you are authorized to use or display. Installer acknowledges that CEAG is an author and assigns to CEAG all rights in and to any independently copyrightable contribution Installer might have made to the information. Installer further acknowledges that CEAG retains all right, title and interest,

CEAG. Inc.

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including the copyright, in such listing services and that neither Installer nor CEAG intend for such listing to constitute a joint work. CEAG is not obligated to return any of these works to Installer.

<u>Content Disclaimer</u>: The RIN and other CEAG Web pages communicate information provided and created by Installers, software developers, publishers, marketing agents, employees and other third parties. CEAG has no control over the accuracy of such information on our pages and material may include technical inaccuracies or typographical errors. CEAG makes no guarantees, nor can CEAG be responsible or liable for any such information, including its currency, content, quality, copyright compliance or legality, or any resulting loss or damage.

<u>Confidential</u>: Information that is disclosed by the Installer or CEAG, and that is marked "Confidential", or which under the circumstances should be treated as confidential information, including this Agreement, will be treated as confidential by the both parties. Installer and CEAG will not disclose to a third party such information, or use such information other than for the purposes for which it was provided, without the written consent of the other party.

<u>Liability:</u> Neither CEAG or any of its Web sites shall have any liability under or in connection with this Agreement for any special, indirect, incidental, consequential, punitive or exemplary damages, including without limitation, damages related to loss of profit, income, revenue, goodwill, from any delay in displaying or our failure to display content or our failure to perform services. In no event shall our liability for monetary damages exceed the amount actually paid for the services provided.

<u>Indemnification:</u> You agree to indemnify CEAG and its Web sites from and with respect to any claims, actions, liabilities, losses, expenses, damages and costs that may be incurred from or arising out this Agreement.

<u>Miscellaneous:</u> Installer may not assign, sub-license, transfer, encumber or otherwise dispose of this Agreement without CEAG's prior written approval. This Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.

<u>Applicable Law:</u> This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. Any claim against CEAG arising from this Agreement shall be handled on an individual basis, and shall not be consolidated in any proceeding with any claim or controversy by any other party.

<u>Entire Agreement</u>: This Agreement constitutes the entire agreement between CEAG and Installer with respect to the subject matter of this Agreement and supersedes all prior written or oral communications regarding such subject matter. Accordingly, Installer should not rely on any representations or warranties that are not expressly set forth in this Agreement. CEAG may change the Terms and Conditions from time to time which shall be effective with respect to any Agreement after written notice or posting of such revised terms and conditions on our Web site.

Please FAX Signed Order Form to: 1-877-311-2544 to the attention of: CEAG, Marketing Department

Professional Home Theater Installer	Consumer Electronic Advisory Group		
Signature	By		
Printed Name			
Company			
Title			
Date			
CEAG, Inc. Contact: 503.214.2288 Toll-free fax: 877 311 2544	Initial		

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