

www.My-Vivante-Condo.com

Advertising Application/Agreement

When completed, mail with payment, or fax in advance to 941-342-1762

In consideration of the related fees schedule that I am aware of, and willfully commit to via payment in advance, for all requested services, I _____ (*Subscriber*) hereby make application to, and written agreement with,:

MLNC Ventures, LLC, P.O. Box 18238, Sarasota, FL 34276 (*Website Operator*), as the operator and registered owner of the www.My-Vivante-Condo.com website (*the website*), for installation setup and per-month publishing of an advertising web page listing for unit # _____ at the Vivante condominium development, located in Punta Gorda, FL. As *Subscriber*, I hereby understand and agree to be bound by the terms of this agreement. The *Subscriber's* web page shall list the named unit as available for sale or lease (as indicated on the order form), solely per the terms provided by the *Subscriber*. The fees for this service are for advertising costs only, and no part of these fees shall constitute a commission being paid to the *Website Operator*. The life term of this agreement shall be ongoing during all subsequent periods of time that the *Subscriber* solicits and pays for publication of advertising on *the website*, which is accepted and executed by the *Website Operator*, OR until such time as the *Website Operator* requires a revised agreement from the *Subscriber*. The *Subscriber* hereby acknowledges that operation of *the website*, and related display of advertisement pages on *the website*, is a potentially volatile business procedure for the *Website Operator*, and the *Subscriber* therefore agrees and consents to comply with the spirit of that volatility via no less than the following terms during the course of this relationship:

1. The *Website Operator* will attempt to supply no less than one month's prior notice to *Subscribers*; however, operation of *the website* may be cancelled, or otherwise discontinued, by decision of the *Website Operator*, or due to other uncontrollable/unplanned factors prohibiting operations, at any time, without requirement of said prior notice by the *Website Operator* to the *Subscriber*. The *Subscriber* hereby releases the *Website Operator*, from any resulting or related claims of liability for such cancellation of services beyond the cost prepaid for advertising time then not provided on *the website*. Should *the website* operations cease, the *Website Operator* shall refund all then un-used/un-earned prepaid advertising fees pro-rata to the *Subscriber* within fifteen business days of any such cease of operations, as total stipulated liquidated settlement of the *Website Operator's* obligations within this agreement. Therefore, prepayment of funds by the *Subscriber* to the *Website Operator*, does not guarantee *the website* operation, or publication of the *Subscriber's* advertising information thereon, for any subsequent period more than that which was/is consumed.

