

**CONSTRUCTIONPLACE.COM, INC.
ADVERTISING AGREEMENT**

THIS AGREEMENT (the "Agreement") is entered into by and between Constructionplace.com, Inc. ("Company"), a California Corporation with its principal place of business at P.O. Box 153, Moraga, CA 94556 and _____ ("Advertiser"), a _____ with its principal place of business at _____ and is effective as of the _____, 2009 (the "Effective Date").

WHEREAS, Company is the owner and operator of a web site, Constructionplace.com providing construction project related products, services and content.

NOW, THEREFORE, in consideration of the mutual consideration, promises, representations, and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Capitalized terms in this Agreement will have the meanings set forth below or attributed to them in various sections of the Agreement.

"Advertiser Brand Features" means Advertiser's trademarks, trade names, trade dress, service marks, service names and distinct brand elements owned now or in the future by Advertiser.

"Site" means any web site, owned, operated, and controlled by either party, which is branded solely or principally with the Advertiser Brand Features.

"Intellectual Property Rights" means all rights in and to trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to any of the foregoing.

"Banner" means the form of the colored item of a specific size consisting of a logo or image and Hyperlink.

"Hyperlink" means a URL hidden behind a formatting option that may take the form of a colored item of text (such as a URL description), logo or image, and which allows a user to automatically move to or between WWW pages, WWW sites or within a WWW document.

"Term" means the initial term of the agreement and any extensions of the initial term.

"URL" means Universal Resource Locator, which provides a unique Internet protocol address for accessing an Internet page.

"WWW" means the World Wide Web, a system for accessing and viewing text, graphics, sound and other media via the Internet.

2. **Establishment and Maintenance.** Within ten (10) business days of the effective date of this Agreement, each party will make its best efforts to complete all preliminary works and actions necessary to initiate the Hyperlink or Banner placement on Company's selected page.

2.1 **Responsibilities of Company.** Unless otherwise agreed to, Company shall be responsible for incorporating the Banner or Hyperlink as approved by Company.

2.3 **Responsibilities of Advertiser.** Unless otherwise agreed to, Advertiser shall be responsible for delivering to Company Advertiser's Banner or Hyperlink information.

3. **Fees and Payment Schedule.** Advertiser agrees to pay Company \$_____ per month for a period of _____ months. All payments will be made via credit card using Companies on-line credit card form.

4. **Usage of Customer Data.** The parties hereto agree that Advertiser shall be the sole and exclusive owner of demographic and customer data derived from the Banner or Hyperlink. Advertiser, as the owner of such customer may use the customer data without notice to, or the approval of Company and without any obligation to share with Company any revenues thereby generated.

6. **License Grants.**

6.1 **License to Advertiser.** Subject to the terms and conditions of this Agreement, Company hereby grants Advertiser a worldwide, nonexclusive license to use the Banner or Hyperlink on Company's page.

7. **Public Announcements.** Neither party shall create, publish, distribute or permit any written material, which makes reference to the other party, without first submitting to the other party such material and receiving the prior written consent of such party, which is not to be unreasonably withheld or delayed. Neither party will make announcements or statements to the public or any third party concerning the relationship between them or the transactions described in the Agreement without prior written consent of the other, which is not to be unreasonably withheld or delayed.

8. **Termination.**

8.1 **Initial Term.** This Agreement shall become effective on the date last executed and shall thereafter remain in effect for a term of _____ () months (the "**Initial Term**"). After the Initial Term, this Agreement shall automatically extend on a month-to-month basis unless terminated by either party for any reason upon thirty (30) days written notice prior to the end of such term.

8.2 **Termination.** Notwithstanding Section 9.1 above this Agreement may be terminated as follows:

- (a) Upon 30 days written notice by either party;
- (b) By mutual consent in writing; or
- (c) For any deliberate wrongdoing committed.

8.3 **Effect of Termination.** Upon termination or expiration of this Agreement:

- (a) All licenses granted herein shall terminate;
- (b) Company shall immediately remove any Link or Banner of Advertiser from Company's page.

9. **Warranties.** Advertiser warrants that it has full power and authority to enter into, and to perform its obligations under this Agreement, including ownership of any trademarks, trade names, service marks and other intellectual property and distinct brand elements

10. **Indemnification by Advertiser.** Advertiser, at its own expense, will indemnify, defend and hold harmless Company and its employees, representatives and agents, against any claim, suit, action, or other proceeding brought against Company or such party, to the extent that such claim, suit, action or other proceeding is based on or arises from: (a) a claim that the Advertiser's Hyperlink or Banner infringes any Intellectual Property Right of any third party.

12. **Notice.** Any notice or other communication to be given hereunder will be in writing and given by facsimile, US Mail or e-mail. The date of receipt shall be deemed the date on which such notice is given.

13. **Assignment.** Either party may not assign this Agreement without the prior written consent of the other party; provided, however, that it shall be assignable by the Company without Consultant's consent in the event the Company is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

14. **Sever ability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Subject to the limitations set forth in this Agreement, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, transferees and assigns.

15. **Governing Law and Jurisdiction.** If there is any dispute or controversy between the parties arising out of or relating to this Agreement, such dispute or controversy shall be submitted to binding arbitration. An arbitrator shall be designated by agreement of the parties, or if they cannot agree, by the Superior Court with jurisdiction over the matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first listed above.

CONSTRUCTIONPLACE.COM, INC.

ADVERTISER

W. Gary Westernoff, CEO

Advertiser's Name