



INTERNET ADVERTISING AGREEMENT

THIS INTERNET ADVERTISING AGREEMENT (the "Agreement") is made between studio x, inc, agent for The Santa Fe Convention & Visitors Bureau, specifically SantaFe.org ("Publisher") and _____ ("Advertiser").

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

Advertising. Publisher shall use its diligent efforts to provide the Internet-related advertising specified in Exhibit 1. Any advertising submitted by Advertiser must be in form and substance acceptable to Publisher.

Payment. Advertiser shall pay the fee set forth in Exhibit 1 to Publisher, due and payable as indicated therein.

Indemnity. Advertiser shall at all times defend, indemnify and hold harmless Publisher and its officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, and assigns from and against any and all third-party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to the content of Advertiser's advertisements served by Publisher pursuant to this Agreement and/or any materials to which users can link through those advertisements.

Limitation of Liability

(a) UNDER NO CIRCUMSTANCES SHALL PUBLISHER BE LIABLE TO ADVERTISER OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE.

(b) PUBLISHER DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REGARDING MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSES, SUITABILITY, COMPLIANCE WITH LAWS, QUALITY, OR OTHERWISE, WITH RESPECT TO THE PUBLISHER WEB SITE.

(c) IN NO EVENT SHALL PUBLISHER BE LIABLE IN ANY WAY FOR AN AMOUNT GREATER THAN THE PAYMENT OWED TO PUBLISHER UNDER SECTION 2 ABOVE.

(d) PUBLISHER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE LIMITATIONS CONTAINED IN THIS SECTION.

Counterparts and Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single instrument. Facsimile signatures are acceptable and deemed original signatures.

Intellectual Property Rights. Neither party will acquire any ownership interest in each other's intellectual property. Publisher shall have the right to place Advertiser's logo, tradename and trademark on any advertising from Advertiser and to otherwise use such items in connection with the purposes of this Agreement.

Force Majeure. Neither Publisher nor Advertiser shall be liable to the other for any failure or delay in its

performance due to any cause beyond its control, including acts of war, acts of God, earthquake, riot, sabotage, labor shortage or dispute, Internet interruption, government acts, and other similar events.

Miscellaneous. This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements. Each party acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein. This Agreement may not be modified or amended, except by an instrument in writing signed by duly authorized officers of both of the parties hereto. This Agreement may be executed in counterparts each of which shall be deemed an original and all such counterparts shall constitute one and the same agreement. This Agreement will be deemed entered into in [state] and will be governed by and interpreted in accordance with the laws of the State of [state], excluding that body of law known as conflicts of law. The parties agree that any dispute arising under this Agreement will be resolved solely through confidential binding arbitration in Santa Fe, New Mexico before one arbitrator selected by the American Arbitration Association in accordance with its rules. In the event of any dispute, each party shall bear its own attorneys fees, expert witness fees, and _ of the arbitrator fees. The provisions of this Agreement relating to payment of any fees or other amounts owed, indemnification, confidentiality, limitations of liability and intellectual property shall survive any termination or expiration of this Agreement. The terms of this Agreement are the confidential information of Publisher. This Agreement has been negotiated and drafted by both parties, with counsel from both parties reviewing the document. The language in this Agreement shall be construed as to its fair meaning and not strictly for or against either party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ___ day of _____, _____.

studio x, inc.	Advertiser
By: _____	By: _____
Title: _____	Title: _____