



Filipino Yellow Pages®

USA EDITION

Contract No: _____

2007 EDITION

ADVERTISING CONTRACT

Advertiser orders the following advertisements with specifications listed below:

# of ADs	B&W or Color	Category	Reg. Listing or Bold Listing?	Display AD Size	Unit Price	Amount
1st						
2nd					20% off	
3rd					35% off	
4th					50% off	
5th					FREE!	

GRAND TOTAL

\$

Special Instructions:

Geographic Areas

Discounted Multiple ADs

(See back for additional standard terms and conditions)

- California
- Nevada
- Hawaii
- Illinois / Midwest
- Texas
- Washington
- Florida
- NY / East Coast
- Washington D.C.
- Philippines
- Canada
- _____

- 1st AD - Full Price
- 2nd AD - 20% off
- 3rd AD - 35% off
- 4th AD - 50% off
- 5th AD - Free

Business Name: _____

Contact Name: _____ Title: _____

Street: _____

City: _____ State: _____ Zip Code: _____

Tel: _____ Fax: _____ http:// www. _____

PRINT NAME: _____ Email: _____

Advertiser's Signature: _____ Directory Representative's Signature: _____

Payment: Cash Check

Check # _____ Check Date # _____

Please Make Check Payable to:

Filipino Yellow Pages, LLC

FOR STAFF USE ONLY

Submitted By: _____ Date Submitted: _____

Received By: _____ Date Received: _____

Approved By: _____ Date Approved: _____

WHITE-ORIGINAL YELLOW-CUSTOMER PINK-AE

ATTACH BUSINESS CARD HERE

2887 College Avenue #106 - Berkeley, CA 94705
 Office: Phone: 510-644-9952 Fax: 510-845-9901
 Email: FilipinoYPages@aol.com

STANDARD TERMS AND CONDITIONS

1. Advertising Space

Publisher cannot guarantee advertising space in any specific page or positions in the publication.

2. Rates and Payment

Payable in Full upon signing of contract.

3. Content of Advertising

Publisher reserves the right to censor, reject, alter, or refuse any advertising copy, in its sole discretion or disapprove any advertising copy in accordance with any rules publisher may now have, or may adopt in the future. No change in advertising copy will be made without prior consent of Advertiser.

4. Copyright

Advertiser agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, inventions, designs, improvements, and discoveries conceived, developed, or written by Publisher pursuant to this agreement shall belong to and be the sole and exclusive property of the Publisher. Publisher may keep all art design and use them for sample or advertisement. ADVERTISER SHALL NOT USE PUBLISHER'S ART DESIGN OR ANY OTHER MEDIA WITHOUT PUBLISHER'S WRITTEN CONSENT.

5. Errors and Quality

Publisher assumes no responsibility for a failure to obtain clear impressions when key numbers are mortised into cuts or casts of mats, provided due care is exercised in the handling of key numbers in electros by Publisher. Publisher shall not be liable for any incorrect cuts or matrix supplied by the printer.

6. Advertiser Responsible For Advertising Copy

Advertiser assumes full and complete responsibility and liability for the content of all advertising copy submitted, printed and published pursuant to this agreement, and shall indemnify and hold Publisher harmless against any demands, claims, or liability thereon. Advertiser shall reimburse Publisher for any amount paid by Publisher in settlement of claims or in satisfaction of judgments obtained by reason of publication of advertising copy, and for all expenses incurred in that regard, including, but not limited to, attorneys fees and costs of litigation.

7. Force Majeure

Publisher shall not be responsible or liable for any damages to Advertiser by reason of a failure to insert any advertisement provided for herein because of any labor dispute, strike, war, riot, insurrection, civil commotion, fire, flood, accident, storm, and any act of God, or any other cause beyond the control of Publisher.

8. Assignment and Delegation

Neither party may assign any rights or delegate any duties under this agreement without the express prior written consent of the other.

9. Entire Agreement

This writing contains the entire agreement of the parties. No representations other than these expressly set forth in this agreement were made or relied upon by either party. No agent, employee, or other representative of either party is empowered to alter any of the terms of this agreement, unless done in writing and signed by an executive officer of the respective parties.

10. Controlling Law

The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of California, including the California Commercial Code.

11. Liability and Warranty

Publisher's liability shall in any event be limited to the total compensation for the services provided under this agreement and shall not include any contingent liability; therefore Publisher's liability is limited only to refund of advertising fee or deposit paid by the customer to publisher. IN NO EVENT SHALL PUBLISHER BE LIABLE FOR ANY LOSS OF USE, REVENUES, OR ANTICIPATORY PROFIT, OR FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALE, USE, OPERATION, OR INABILITY TO USE ADVERTISEMENTS.

12. Binding Arbitration

Any controversy or disagreement arising out of this agreement shall be determined by, and under the Commercial Rules of the American Arbitration Association. The hearing on such arbitration shall be held in the city and county of San Francisco, State of California. Any such controversy shall be arbitrated by three arbitrators with at least five full years of experience in commercial litigation in the city and county of San Francisco, and shall be appointed under the commercial rules. The arbitrators shall hear and determine said controversy in accordance with applicable law and the intention of the parties as expressed in this agreement, as the same may have been duly modified in writing by the parties prior to the arbitration. Upon the evidence produced at an arbitration hearing scheduled at the request of any party, such pre-arbitration discovery shall be permitted as authorized under the commercial rules or state law applicable to arbitration proceedings. The award shall be executed by at least two of these three arbitrators, be rendered within thirty days after the conclusion of the hearing, and may include attorney's fees and costs to the prevailing party. Judgment may be entered on the award in any court of competent jurisdiction notwithstanding the failure of a party duly notified of the arbitration hearing to appear thereat.

13. Attorney's Fees

Should any dispute arise concerning the terms or the interpretations of this agreement, Publisher shall be entitled to and be awarded reasonable attorney's fees and costs, whether incurred for negotiation, litigation or otherwise, in addition to other relief to which it may be entitled.

STANDARD TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.