

GENERIC WEBSITE RENTAL AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF WEBSITE OWNER]

[address]

(the "Site Owner")

- and -

[NAME OF CUSTOMER]

[address]

(the "Customer")

The parties hereto agree as follows:

1. DEFINITIONS

Wherever used in this Agreement, the following terms, words and expressions shall have the following meanings:

"Agreement" means this Generic Website Rental Agreement.

"Domain Owner" means _____. [*insert name of party that owns the domain*]

"Effective Date" means the ____ day of _____, _____.

"Expiry Date" means the date ____ months after the Effective Date.

"Fees" means the annual rental fee and any other charges that Site Owner is entitled to charge Customer for the provision of Services hereunder.

"Services" means:

- (a) the annual rental of the advertising display space on the Website;
- (b) Site Owner's hosting of Customer's advertisement(s);
- (c) promotion of the Website to maximize consumer reach and brand exposure for the Customer's advertisement(s);
- (d) uploading any replacement advertisement to be displayed;

- (e) any other Internet based service from time to time offered by Site Owner for which Customer has agreed to pay the requisite Fees and to be bound by this Agreement.

“Website” shall mean the generic website that Customer has agreed to rent on an annual basis.

2. TERMS AND CONDITIONS

The following terms and conditions shall apply and be binding in respect of this Agreement for the provision of Services and shall be amended or altered only by an instrument in writing signed by both of the parties hereto.

2.1 Site Owner leases its sub-domain names from the Domain Owner under the terms and conditions of licenses to use such sub-domains. This Agreement and Customer’s rights hereunder are conditional and subject at all times to Customer’s compliance in full with the terms, undertakings, restrictions and provisions of use imposed by the Domain Owner with respect to such sub-domains, which terms, undertakings, restrictions and provisions of use are deemed incorporated within these undertakings to the extent they are applicable to the Services and are not in conflict with the same.

2.2 Site Owner has the absolute right in its sole discretion to introduce new Services at any time or alter any existing Services, upon _____ days’ written notice to Customer.

2.3 In addition to, and without prejudice to or limitation on any other rights of termination or service cancellation resting with Site Owner:

- (a) Upon the occurrence of any breach of this Agreement by Customer, this Agreement and all of Customer’s rights hereunder will automatically terminate.
- (b) In the case of any acts or defaults by Customer giving rise to any anticipatory breach, Site Owner shall have the right without prior notice or warning to immediately terminate the Agreement.

2.4 On termination of the Agreement for whatever reason, Site Owner’s rights shall remain generally reserved, including the right in respect of all antecedent acts and defaults by Customer and the right to recover any and all Fees due and payable up to the date of termination.

2.5 Customer agrees and undertakes, at all times throughout the continuance of this Agreement, to observe and perform its obligations hereunder and to fully and effectively indemnify and render Site Owner harmless from all loss, damages, claims and expense caused directly or indirectly by any failure on Customer’s part to perform its obligations.

2.6 Customer agrees to pay all Fees due under the Agreement to Site Owner within _____ days of receipt of the invoice for such Fees. Payment in full of any invoice for Fees shall be a pre-condition of any obligation on the part of Site Owner for the continued provision of Services under the Agreement.

THIS IS A 6-PAGE DOCUMENT.