

“EATS & TREATS” LISTING CONTRACT

This Listing Contract ("Contract") is made and entered into on this ____ day of _____, 2025, by and between **GoToMonroe.com**, a division of the **Monroe County Business Alliance**, hereinafter referred to as "Publisher," located at 23 E. Front Street, Suite 202, Monroe, MI 48161 and _____, as "Affiliate" located at _____.

1. Listing Services

The Publisher agrees to provide online advertising services on GoToMonroe.com for the Affiliate under the following terms:

- **Listing Placement:** The establishment will be placed on GoToMonroe.com under the “Eats and Treats” category tab at the top of the website.
- **Listing Content:** The Affiliate shall provide the Publisher with all necessary ad materials, including images, logos, and/or text, in a format specified by the Publisher.
- **Listing Duration:** The listing shall be displayed for one (1) year from the launch date or date contract signed. The Affiliate agrees to pay a **non-refundable annual fee of \$199** for the listing services and may be renewed annually.
- Payment must be made in full before the listing is published and can be paid via **credit card or check**. As part of your agreement and signature on this contract, it is understood that you are providing credit card authorization for the agreed-upon payments.

2. Lister Responsibilities

- The Affiliate is responsible for providing accurate and up-to-date advertising content.
- The Affiliate guarantees that all submitted materials do not violate any copyright, trademark, or other intellectual property laws.
- The Affiliate guarantees they have all legal rights to use any and all provided images, logos and/or registered trademarks.
- The Affiliate agrees to no more than two (2) updates or changes within the annual contract.

3. Publisher Rights

- The Publisher reserves the right to approve, reject, or request modifications to any listing that does not align with the website’s content standards.
- The Publisher is not responsible for errors in submitted advertising content but will allow reasonable modifications upon request.
- The Publisher has 48 business hours and holidays to load content once the contract is signed, content received and payment in full is made.
- The Publisher is not responsible for the technical outages by the local internet service provider and/or server of record.

4. Termination

- Either party may terminate this contract with a **30-day written notice**. However, no refunds shall be issued if Lister terminates the contract before the one-year term expires.

5. Limitation of Liability

The Publisher shall not be liable for any indirect, special, incidental, or consequential damages arising from the listing services provided under this Contract.

6. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Michigan.

7. Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral.

8. Severability Clause

If any portion of this contract is found invalid or unenforceable, the remaining provisions shall still be enforceable under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

Advertiser:

Name: _____

Title: _____

Date: _____

Signature: _____