

Domination Advertising Services Agreement

This domination advertising services agreement represents the complete agreement and understanding between LocalWebAgent.com (aka Jason VanTrees hereinafter called Agent) and the account holder (hereinafter called Client) and will stand good to any prior written or oral agreements. It is LocalWebAgent.com's desire to delight the client with front page search engine advertising by natural Web search listing to help increase the client's online presence. The following are the terms of our agreement.

Authorization: The Client is engaging the Agent as an independent contractor for the purpose of helping the promotion of the Client's services and products by increasing the presence on the World Wide Web (hereinafter referred to as Domination) for the Client. This agreement shall not render the Agent an employee, partner, or joint venturer with the Client for any purpose. The Agent will remain and is an independent contractor in his relationship to the Client. The Client shall not be held responsible for withholding taxes with respect to the Agents compensation listed here. The Agent agrees to make no claim to the Client for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, or employment benefits of any kind.

The Client hereby authorizes the Agent to sign up with and access third party web properties and providers for and/or about the Client along with using the Agent's third part and owned Web properties. The Client agrees to provide the Agent with full access to the Client's accounts, and any other programs and accounts needed for the Domination that are included as part of the Client's service agreement. The Client also authorizes the Agent to submit information about the Client's business to the World Wide Web. The Client authorizes the Agent to reserve the right to use outsourcing and assign subcontractors to complete any tasks as needed.

Development: The Agent will include, but not be limited to, the following elements for the Client within this Domination contract agreement: Using Web properties such as, but not limited to, submission to ad directories. Submission of Client's information to Web 2.0 properties. Writing articles and submission to article directories. Use of video and text to promote and describe Client and it's services and/or products properties owned or in control of by the Agent, Client, or third parties.

THE AGENT WILL MAKE REASONABLE EFFORTS TO DESIGN AND SUBMIT RELEVANT INFORMATION TOWARDS THE CLIENT'S PRODUCTS AND SERVICES BUT AGENT DOES NOT WARRENTEE ANY RESULTS IN ANYWAY.

Domination Service Plan: The Client will supply the Agent with keywords and keyword ideas pertaining to the Clients services and/or products, in word or text form to use in the Domination via email or portable data storage. The Agent will award Client with a selection of keyword phrases to promote within this contract for approval. Once select keyword phrases are awarded to Client by Agent, the Agent agrees not to promote such keyword phrase for other similar businesses in the local area. Client agrees that it is at the Agents discretion to determine the radius described as the "local area" and what businesses are considered similar to the Client. Notwithstanding any prices listed in literature or on Web pages, the Client and Agent agree that the services described in this agreement

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shall be completed for the set price of ten dollars(\$10) per month per front page natural listing from the Agent's location area in the Google Web Search engine for each selected keyword phrase awarded to the Client. Billing of which will be determined every month for moneys owed that month. The maximum fee owed per single natural listing keyword phrase on the first page of Google in the Agent's location area will be set at fifty dollars (\$50) per month. In the case that the Client wants additional services for the Domination service not listed within this contract, the Client can request more or additional services with the "Additional Domination Service Request" form located on the Agent's website at localwebagent.com. The completed Additional Domination Service Request form will only be honored when signed by both the Client and Agent.

Copyrights and Trademarks: The Client unconditionally guarantees that all materials, including but not limited to, text, images, graphics, logos, trademarks, copyrighted, or other art work furnished to the Agent for the Domination service are owned by the Client or the Client has permission from the material owner(s) and will hold harmless, protect, indemnify and defend the Agent and it's subcontractors from any liability including attorney fees, court cost, any claim or suit, threatened or actual, arising from the use of such elements provided by or approved by the Client.

Domination Costs and Fees: The Client understands that any and all fees such as, but not limited to, pre approved paid advertising by the Client of all Domination services are not included in this contract and that the Client understands that it is solely responsible for any cost, charge, and/or credit not stated as included in this contract. This includes, but not limited to, the cost, charges, and credits from the paid advertising programs or any other third party programs or services. The Client also understands that such programs and services may require separate contracts and fees. The Client agrees to only select and use paid advertising services which allows the Agent full access to Client's accounts via login information for entering, updating and correcting data.

Domination Project Delivery: Client understands that the Agent is not required to meet any minimum natural first page search engine listing. The Client understands that the Agent will make reasonable attempts to put listing and information on the World Wide Web that appear on the first page of Web search engines that describe and/or link back to the Client's business information. Client also understands that they are solely responsible for any type of approved third party charges such as, but not limited to, paid or premium monthly and daily advertising cost and fees not covered in this agreement contract.

Legal: Agent does not warrant that the functions contained in the Domination services or Web properties used and/or created will meet the Client's requirements or that the operation of the Web properties of the Domination project will be interrupted or error-free. The entire risk as to the quality and performance of the Web property accounts is with Client.

IN NO EVENT WILL AGENT OR ITS SUBCONTRACTORS BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF THE OPERATION OF OR INABILITY TO OPERATE THIS DOMINATION SERVICE EVEN IF AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Electronic Commerce Laws: The Client agrees that the Client is solely responsible for complying with any taxes, laws, and tariffs applicable in any way to the Domination project or any other services contemplated herein, and will hold harmless, defend and protect the Agent and it's subcontractors from any type of suit, claim, tax, penalty, fine or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such taxes, laws and tariffs.

Payment of Fees: Payments based on the terms of this agreement must be paid promptly. The Agent reserves the right to remove, delete, or edit any Domination content from viewing on the Internet if Client decides to cancel or stop Domination services by Agent. Delinquent moneys owed will be assessed a \$20 charge if payments are not received within 15 days of the due date. If the amount remains delinquent 35 days after its due date, an additional five percent (5%) penalty will be added for each month of delinquency. In case of collection proves necessary, the Client agrees to pay all fees (including all court cost and attorney's fees) incurred by that process. The Client agrees that for the purposes of venue, this agreement contract was entered into in Mercer County, Ohio.

Payment Schedule: Payment for services by the Agent shall be made in accordance with the conditions of this agreement contract. The Client agrees to pay the Agent an initial, non-refundable deposit of one hundred dollars (\$100) towards the monthly invoice balance dues accumulated from the Domination services cost. Once a month around the date this agreement contract start date, Agent will submit a invoice along with details for the balance due by the Client. The Client will have two (2) business days to view and/or dispute any charges for possible editing. The monthly balance due must be paid immediately upon completion of the two (2) day grace period from invoice date for services rendered as stated in this contract. Any additional services agreed upon for this Project outside of, or in addition to, this agreement will be due upon request for services unless otherwise stated and signed in writing by the Client and Agent.

Exclusive Remedies: Client's exclusive remedies for all damages, losses and causes of action whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this agreement contract and reasonable attorney's fees and court costs.

This Agreement Contract: This agreement contract constitutes the sole agreement between the Agent and the Client regarding this Domination project. This agreement contract constitutes the entire understanding of both parties. This agreement contract stands good for one (1) year and will automatically renew every year from the effective date unless canceled in writing by either party. Any modifications or changes thereto must be authorized in writing and signed by both parties.

This agreement begins with an initial payment of one hundred dollars (\$100) and this _____ day of

_____, _____
Agent

Business Name

By:

By:

Title:

Title: