



GENERAL BILLING TERMS

1. EFFECT OF NON-PAYMENT

(a) In the event of non-payment of overall advertising and sponsorship terms with SWIMMING WORLD and the INTERNATIONAL SWIMMING HALL OF FAME, (herein referred to as THE COMPANY) reserves the right to hold Advertiser/Sponsor and/or its Agency jointly and severally liable for the total amount due to the INTERNATIONAL SWIMMING HALL OF FAME – SWIMMING WORLD. If payment goes to collections, a 25% surcharge will be added to the Advertiser/Sponsor invoice.

(b) THE COMPANY may stop inserting Advertiser/Sponsor promotions in its magazines if payment of any invoice is not made by the Due Date, or if a petition for bankruptcy or for reorganization under the Federal Bankruptcy Laws is filed by or against Advertiser/Sponsor, or if Advertiser/Sponsor goes out of business or announces intention to do so.

(c) If promotion is stopped in accordance with Paragraph 1(b), payment in full is due immediately at THE COMPANY'S "one time" rate set forth on the Rate Card for the amount of promotion actually used. If Advertiser/Sponsor pays the amount due in full, the Advertiser/Sponsor may purchase additional space at THE COMPANY'S current "one time" rate.

2. GENERAL

(a) Advertiser/Sponsor, and any Agency acting on behalf of the Advertiser/Sponsor with respect to this Agreement, assumes all liability for the content of all promotional copy delivered by it for publication by THE COMPANY, including, without limitation, text representation and illustration of all promotional copy delivered by it for publication by THE COMPANY. Advertiser/Sponsor, and any Agency acting on behalf of the Advertiser/Sponsor with respect to this Agreement, assumes all liability for the content of all promotional copy delivered by it for publication by THE COMPANY, including, without limitation, text representation and illustration of all promotional copy delivered by it for publication by THE COMPANY. Advertiser/Sponsor, and any Agency acting on behalf of Advertiser/Sponsor agrees to indemnify and hold THE COMPANY, its directors, officers, shareholders, parents, subsidiaries or affiliated entities of any type, harmless from any and all liability, demands, claims, suits or expenses, including, without limitation, reasonable attorneys' fees and court costs arising from the content of all promotional copy delivered to THE COMPANY.

(b) The failure of THE COMPANY to insert any promotion in any issue due to strikes, accidents, acts of God or other delays beyond the control of the publisher shall be deemed immaterial and shall not be considered a breach of this Agreement, nor shall THE COMPANY be liable for damages for any such failure. Advertiser/Sponsor's sole remedy in such an event will be to require THE COMPANY to publish a comparable promotion in a subsequent issue.

(c) The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida, the state in which this Agreement is being executed and performed.

International Swimming Hall of Fame, Inc. is registered as a 501(c)(3) nonprofit organization, incorporated in the State of Florida. Contributions and sponsorships to ISHOF are tax deductible to the fullest extent of the law. ISHOF's tax identification number is 59-1087179. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE OR FROM THE WEBSITE, www.800helpfla.com. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. You can find out more about us on guidestar.org under International Swimming Hall of Fame, Inc.