

**VENDOR SERVICES AGREEMENT**

Sales Rep.: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

PLATINUM WEDDING RESOURCES LLC  
STATUS: \_\_\_\_\_

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Vendor Account Name: \_\_\_\_\_ Vendor Account No.: \_\_\_\_\_  
Vendor Service Contact: \_\_\_\_\_ Vendor Billing Contact: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Website: \_\_\_\_\_

**Vendor Service Information:**

<u>Market</u>	<u>Category</u>	<u>Service</u>	<u>Service Period</u>	
_____	_____	_____	_____	\$
				-----
<b>Total Internet Services – Subtotal:</b>				<u>\$</u>
				\$
<b>All Services – Subtotal:</b>				\$
<b>Discounts and Adjustments:</b>				<u>(\$ _____)</u>
<b>Net Total for Fixed Term Services:</b>				<u><u>\$</u></u>

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<u>Terms:</u>	<u>Method of Payment</u>	<u>Due Date</u>	<u>Amount Due</u>
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Please carefully read the Vendor Services Agreement consisting of this page and the three (3) subsequent pages (hereinafter referred to as "Agreement"). IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THE AGREEMENT OR IF THERE ARE ERRORS ON PAGE ONE (1) OF THIS AGREEMENT YOU MUST NOTIFY US WITHIN THREE (3) BUSINESS DAYS OF YOUR RECEIPT OF THIS AGREEMENT. Your submission of any Vendor content or failure to provide us contrary notice within three (3) business days indicates that: (i) the information on Page One (1) of this Agreement is accurate; (ii) you have read, understand and accept the terms of all the pages of this Agreement; and (iii) you adopt electronic facsimile process and the signing of the same in lieu of or as an alternate mode of signing this Agreement in person.

Payments may be sent to:  
PLATINUM WEDDING RESOURCES LLC  
Attention: Accounts Receivable Department  
P.O. Box 340321  
Columbus, Ohio 43234

Please reference the following in your remittance:  
Vendor Account Number: \_\_\_\_\_  
Vendor Account Name: \_\_\_\_\_

## VENDOR SERVICES AGREEMENT

**IMPORTANT-READ CAREFULLY:** These Terms and Conditions, together with Page 1 of the Vendor Services Agreement, (collectively, the “Agreement”) is made between PLATINUM WEDDING RESOURCES LLC (hereinafter referred to as “PWR”), and Vendor whose name appears on Page 1 of the Vendor Services Agreement (hereinafter referred to as “Vendor”), on the date indicated on the face of this Agreement. Please read this Agreement carefully. If Vendor is not willing to be bound by the terms of this Agreement, Vendor should notify PWR in writing within three (3) business days of your receipt of this Agreement, and any monies previously paid will be refunded. Vendor's submission of any content for the design of the Vendor’s Web Booth on the PWR website (hereinafter referred to as “Web Booth”) or failure to provide PWR contrary notice within three (3) business days indicates that: (i) the information on Page 1 of this Vendor Service Agreement is accurate; (ii) Vendor has read, understands and accepts the terms of this Agreement; and (iii) Vendor adopts this electronic facsimile process in lieu of traditional physical signing this form. This Agreement consisting of four (4) total pages, plus any attachments or amendment (which such attachments or amendments are agreed by the parties to be signed and dated to have any contractual and legal effect) represents the entire agreement between PWR and Vendor, and it supersedes any prior proposal, representation or understanding between the parties. This Agreement shall be non-assignable and non-cancelable upon acceptance by PWR. Except as provided in the preceding sentence, it is a condition of this Agreement that the provisions printed or otherwise contained in any quotation, acknowledgment, purchase order, or other instrument provided by Vendor which are inconsistent with or in addition to the terms and conditions of this Agreement shall be of no effect or force, unless attached as an attachment or amendment to this Agreement and signed and dated by both Vendor and a representative of PWR. The Agreement is as described above and contains the entire agreement between PWR and Vendor, which agreement shall not be modified orally or by failure of either party to enforce its rights hereunder and shall be modified only in a writing signed by both PWR and Vendor.

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**1. PAYMENT:** Vendor agrees to pay PWR the aggregate amount set forth on Page 1 of the Vendor Services Agreement. If funds are not available via electronic debit or credit card when due then PWR may, at its option, continue to process payment until such funds are available. If any amounts owed to PWR under this Agreement (including collection costs) are not paid when due: (A) Upon thirty (30) days written notice, all payments may, at PWR's option, be accelerated and become immediately due and owing to PWR; (B) PWR may, at its option, remove Vendor’s Website Booth from the PWR website prior to the expiration of the term specified on Page 1 of the Vendor Service Agreement, and credit any amounts paid by Vendor toward the payments due for the months Vendor’s Web Booth has been present on the PWR website; (C) Vendor agrees to pay all costs incurred by PWR in collecting the amounts due to PWR, including reasonable attorney’s fees expended in collecting sums due whether incurred before trial, during trial or in any appeal therefrom, as well as any other out-of-pocket expenses expended by PWR in collecting such sums (“collection costs”); and (D) such amounts may at the option of PWR, bear interest starting thirty (30) days after the due date at the rate of ten percent (10%) per month or the highest rate allowed by applicable Ohio law, whichever is greater, until such amounts are paid in full. Deposits are non-refundable.

**2. VENDOR WEB BOOTH ON PWR WEBSITE:** Internet Profiles known herein as “Vendor Web Booths” are Vendor space purchased for presence on the [www.platinumweddingresources.com](http://www.platinumweddingresources.com) website on a twelve (12) month fixed term as defined throughout Page 1 of this Agreement, and which is automatically renewable, subject to proper notice of termination as specifically set out in this section. The minimum advertising commitment for this service is twelve (12) months. Following the initial twelve (12) month commitment, the Vendor’s Web Booth presence on the PWR website will be automatically renewed for a new twelve (12) month term, unless written notice of the intent to terminate Vendor’s presence on the PWR website upon expiration of an active twelve (12) month period is given within thirty (30) days of expiration by either Vendor or PWR to the applicable party to this Agreement by Certified U.S. Mail to either Attention: Kim C. Turner, Platinum Wedding Resources LLC, P.O. Box 340321, Columbus, Ohio 43234 or the mailing addresses of the Vendor Service Contact and Vendor Billing Contact specified on Page 1 of this Agreement, or by either Vendor or PWR providing email notice to the other applicable party to this Agreement by emailing PWR (at [kim@platinumweddingresources.com](mailto:kim@platinumweddingresources.com)), or emailing the Vendor Service Contact and Vendor Billing Contact (at the email address(es) indicated on Page 1 of this Agreement). Thus, said service of PWR and presence on the PWR website shall be automatically renewed for consecutive twelve (12) month terms, unless and until proper notice is given by either PWR or Vendor to the other applicable party. At least sixty (60) days prior to the date of expiration of the active twelve (12) month term, PWR will notify Vendor (at the email addresses of Vendor Service Contact and Vendor Billing Contact on Page 1 of this Agreement) of the upcoming expiration of the active twelve (12) month term, and also of any rate adjustments that may affect the fees to be charged to Vendor by PWR during the next twelve (12) month term following automatic renewal in the absence of the proper written notice of termination.

**3. ARTWORK:** Vendor agrees that it will provide the necessary information and a 700 pixel x 700 pixel Vendor Web Booth Design (designed in RGB at 72DPI) to create Vendor’s Web Booth presence on the PWR website in accordance with the instructions of PWR on or before the following deadline date: \_\_\_\_\_. In the alternative or if Vendor fails to provide the necessary information and a 700 pixel x 700 pixel Web Booth Design (designed in RGB at 72DPI), Vendor will provide PWR with Vendor’s logo, color scheme, and contact information and PWR will create one (1) Web Booth Design for Vendor at no additional charge, including if necessary, up to three (3) proof revisions (prior to the Web Booth being uploaded for presence on the PWR website). In the event Vendor fails to provide the necessary information to create their Vendor Web Booth on

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the PWR website, PWR in its discretion, may create such Vendor Web Booth. There shall be no reduction in the amount owed to PWR under this Agreement in the event Vendor elects to provide the necessary information and a 700 pixel x 700 pixel Vendor Web Booth Design (designed in RGB at 72DPI).

**4. VENDOR WEB BOOTH DESIGN PROOF:** PWR will provide a maximum of three (3) proofs for the Vendor Web Booth Design, which consists of the original submission of the Web Booth Design plus three (3) revisions. If PWR provides a proof to Vendor or notifies Vendor the Web Booth Design has been published on the website and Vendor has not contacted PWR within two (2) days after receipt of the proof by Vendor, it is agreed by Vendor that the proof is in acceptable form and may be uploaded to the PWR website without any further revision by PWR. Subsequent to the initial uploading of the Vendor Web Booth, Vendor shall be entitled to one (1) free change per month to Vendor's Web Booth, so long as Vendor provides the completely redesigned 700 pixel x 700 pixel Web Booth Design, and provides all information to be changed, and/or the change is limited to minor text, color, or image changes. Any and all complete Web Booth Designs performed by PWR for Vendor shall be billed to Vendor at \$25.00 per hour with a minimum of two (2) hours, and shall include three (3) proof revisions.

**5. LIABILITIES:** Vendor shall, at its sole cost and expense, indemnify, hold harmless and defend PWR, any other publishers, republishers, sellers and/or distributors of the Vendor Web Booth Design and its content information provided by Vendor from any and all liabilities, damages, costs, claims, and expenses, including but not limited to attorney's fees and litigation expenses, arising or alleged to have risen, directly or indirectly, out of the Vendor Web Booth Design and its content provided a presence on the PWR website, regardless of whether such claim is based on an alleged copyright and/or trademark, service mark or trade name violation, trade libel, false light, obscenity, misrepresentation, misappropriation, right of privacy, right of publicity, unfair competition, or any other violation of law.

**6. WEB PRESENCE DATE:** PWR cannot guarantee to Vendor the specific date of initial presence for the Vendor Web Booth on the PWR Website. However, upon completion of the execution of this Agreement, PWR agrees to have Vendor's general information uploaded on the PWR website within twenty-four (24) hours. Likewise, upon PWR receiving Vendor's final booth design (or PWR receiving Vendor's approval of Web Booth designed by PWR), PWR agrees to have Vendor's Web Booth posted online within twenty-four (24) hours.

**7. VENDOR SPACE:** PWR reserves the right to limit the amount of space afforded any one Vendor or any category of the Vendor Web Booths (whether by product line or motif) appearing on the PWR website. PWR reserves the right, in its sole discretion, to not accept or upload a Web Booth Design provided by Vendor which does not meet the standards and criteria set out within this Agreement. If PWR elects to not accept or upload a Web Booth Design provided by Vendor, PWR shall refund any amounts previously received by PWR for such Web Booth presence on the PWR website.

**8. FORCE MAJEURE:** Neither PWR nor any party involved in the uploading, internet presence, on or off of the PWR website shall be responsible or liable for delays due to strikes, lock-outs, embargoes, labor problems, fuel or power shortages, fire, floods, accidents, civil disturbances, war, acts of God, or other causes beyond its control.

**9. BREACH OF AGREEMENT:** At its sole option, PWR may cancel any or all of the services it has agreed to provide under this Agreement at any time if (i) Vendor breaches any term of this Agreement and such breach is not cured to the reasonable satisfaction of PWR within thirty (30) days after notice thereof is given to Vendor, (ii) Vendor fails to pay when due any amounts owed to PWR under this Agreement within ten (10) days after the due date for such amounts, (iii) Vendor fails to respond to Bride/Consumer within ten (10) days, toward resolving complaint/dispute in an amicable manner, after Vendor and/or PWR receives notice from Bride/Consumer of complaint/dispute, or (iv) Vendor refuses to honor a gift certificate given to a Bride/Consumer issued by PWR. Vendor agrees that it will be difficult to ascertain the amount of actual damages suffered by PWR as a result of any breach of this Agreement; therefore, Vendor agrees to pay PWR an amount equal to the unpaid balance owed to PWR under this Agreement as liquidated damages if PWR cancels all or any of its services under this Agreement due to Vendor's breach of this Agreement. Vendor agrees that any breach by PWR under the terms of this Agreement shall not warrant Vendor the ability to cancel this Agreement prior to its expiration of an active twelve (12) month term, except where PWR refuses to pay Vendor for the value of a gift certificate issued to a Bride/Consumer by PWR.

**10. VENDOR WEB BOOTH DESIGN/PRESENCE (REPRODUCTION):** PWR, subject to all the limitations and exceptions set forth in this Agreement, represents and warrants to Vendor that Vendor's Web Booth and its contents will be reproduced/uploaded to the PWR website in accordance with industry standards. PWR MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED AND PWR SPECIFICALLY DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTIES INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

**11. LIMITATION OF LIABILITY.** IN NO EVENT SHALL PWR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF PWR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PWR'S LIABILITY TO VENDOR FOR ANY AND ALL CLAIMS, WHETHER IN AN

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ACTION IN CONTRACT OR IN TORT, CONNECTED WITH OR RESULTING FROM THIS AGREEMENT OR THE SERVICES, OR ANY PART THEREOF, FURNISHED HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY VENDOR TO PWR DURING THE PRECEDING THREE (3) MONTHS..

**12. WAIVER:** A waiver by either party of any default or breach by the other party shall not be considered as a waiver of any subsequent default or breach by the other party of the same or any other provisions of this Agreement.

**13. LEAD LISTS:** Vendor agrees that any Lead List obtained by Vendor shall be used solely for marketing purposes of Vendor only and for no other purpose, entity or business without the prior written consent of PWR. Vendor further agrees that it will not solicit nor allow others to solicit any name on the Lead List with promotional material of businesses other than Vendor. Vendor acknowledges that names and dates on Lead Lists are the sole property of PWR and Vendor hereby agrees not to disclose, sell or make known the names and dates on any such Lead List. Vendor further agrees not to use names on any Lead List for bridal shows or special events, in which non-Vendors participate, without the prior written consent of PWR. Vendor will not subject any person named on any Lead List to any form of high-pressure sales tactics. Any breach of this provision shall be considered a breach of this Agreement and will entitle PWR to cancel services it has agreed to provide under this Agreement and damages, as set forth in Paragraph 9 above.

**14. SEVERABILITY:** If a court of competent jurisdiction finds any provision of this Agreement to be void or unenforceable, such declaration shall have no effect on the remaining terms of this Agreement.

**15. ELECTRONIC.** The parties desire to facilitate certain transactions pursuant to this Agreement by exchanging documents, records and signatures electronically or by utilizing electronic agents. The parties agree that any signatures sent and received by facsimile transmission, email transmission, or otherwise shall have the same validity and full effect as original signatures of the parties. The use of electronic facilities or agents shall be in accordance with procedures established by PWR and governed by applicable statutes under the State of Ohio.

**16. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of laws principles. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state or federal court situated in Franklin County, Ohio, and each party hereto consents to jurisdiction and exclusive venue before such courts and hereby waives any defenses related thereto.

**17. MISCELLANEOUS.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. Should you have any questions concerning this Agreement, or if you desire to contact PWR for any reason, please contact: Kim C. Turner, Platinum Wedding Resources LLC, by regular mail at P.O. Box 340321, Columbus, Ohio 43234, via telephone at (614) 357-3126, or via email at [kim@platinumweddingresources.com](mailto:kim@platinumweddingresources.com).

This Agreement shall be deemed to be effective on the date of the signature of the party that is last to sign below.

\_\_\_\_\_  
**Signature of Vendor Representative**  
**Representative**

\_\_\_\_\_  
**Signature of Platinum Wedding Resources LLC**

**Name of Signing Representative:** \_\_\_\_\_  
\_\_\_\_\_

**Name of Signing Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_