

# FORM BANNER AGREEMENT

Form Banner Details:

**Banner Identification:**

Banner Name: \_\_\_\_\_

Unique ID / Reference No.: \_\_\_\_\_

**Owner Information:**

Full Name or Entity: \_\_\_\_\_

Government ID / Business Registration No.: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone/Email: \_\_\_\_\_

**Banner Content and Use:**

The Banner Owner grants permission for the use of the banner in accordance with the promotional and advertising terms set forth herein. The banner content shall be accurate, lawful, and shall comply with all applicable regulations, including advertising standards enforced in the United States.

The Banner Owner represents and warrants that all content displayed via the banner is owned by the Owner or properly licensed for such use, and that no rights of third parties are infringed. The Banner may only be used during the agreed upon campaign period and for the agreed purposes.

**Payment Terms:**

Total Payment Amount: \_\_\_\_\_ USD

Payment Method: \_\_\_\_\_

Payment Schedule: \_\_\_\_\_

**Clause 1 – Scope of Agreement**

This Agreement governs the use, display, and payment terms for the Form Banner as described in this document. All terms herein are binding upon the parties and enforceable under United States law.

**Clause 2 – Content Compliance**

The Banner Owner shall ensure that all banner content complies with applicable laws, regulations, and industry standards, including but not limited to truth-in-advertising laws and intellectual property rights.

**Clause 3 – Term and Termination**

This Agreement commences upon execution by both parties and remains in effect for the agreed campaign duration. Either party may terminate this Agreement upon material breach by the other, subject to any cure periods specified herein.

**Clause 4 – Payment Obligations**

Payment shall be made as specified in the Payment Terms section. Late payments may incur interest as allowed by law. Failure to pay may result in suspension or termination of banner display.

**Clause 5 – Liability and Indemnification**

Each party agrees to indemnify, defend, and hold harmless the other from any claims, damages, or losses arising out of their respective obligations and responsibilities under this Agreement.

**Clause 6 – Intellectual Property Rights**

All intellectual property rights in the banner content remain with the Banner Owner. The Display Platform holds no rights to use the content beyond the scope of this Agreement.

**Clause 7 – Confidentiality**

All confidential information exchanged by the parties in connection with this Agreement shall be maintained in confidence and shall not be disclosed without prior written consent, except as required by law.

**Clause 8 – Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of the United States and the applicable state law without regard to conflicts of law rules. The parties consent to the exclusive jurisdiction of the state and federal courts located in the agreed jurisdiction.

**Clause 9 – Entire Agreement**

This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior agreements. No amendment shall be effective unless in writing and signed by both parties.

**Clause 10 – Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remainder shall remain in full force and effect.

**Clause 11 – Notices**

All notices under this Agreement shall be in writing and delivered by hand, courier, certified mail, or electronic means with confirmation.

**Clause 12 – Force Majeure**

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including acts of God, natural disasters, war, terrorism, or governmental actions.

**Clause 13 – Assignment**

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

**Clause 14 – Waiver**

No failure or delay by either party in exercising any right shall operate as a waiver thereof.

**Clause 15 – Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts and by electronic signature, each deemed an original and all collectively one and the same instrument.

**OWNER'S SIGNATURE**

**AUTHORIZED REPRESENTATIVE SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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