

**ELITEMAC NEW HOMEOWNERS WELCOME GUIDE ADVERTISING
GENERAL TERMS AND CONDITIONS**

These EliteMAC New Homeowners Welcome Guide Advertising General Terms and Conditions (these “*General Terms*”) dated this 25th day of November, 2008 are incorporated into all contracts for advertising in the New Homeowners Welcome Guide published by EliteMAC, Inc. (“*EliteMAC*”) (each such contract may be referred to herein as an “*Advertising Contract*”). With respect to each Advertising Contract, each party agrees as follows:

1. **Definitions.**

- 1.1. “*Party*” means EliteMAC or any other party to an Advertising Contract.
- 1.2. “*Advertiser*” means any Party who enters into an Advertising Contract with EliteMAC.
- 1.3. “*Effective Date*” means the date on which the Advertising Contract is executed and accepted by EliteMAC.

2. **Conflicts in Provisions.** In case of conflict between any provision of these General Terms and any provision of an Advertising Contract, the provision of the Advertising Contract shall apply.

3. **Disclaimer of Warranties.** ELITEMAC DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO ALL GOODS OR SERVICES IT SUPPLIES. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, THE PARTIES AGREE THAT ADVERTISER ASSUMES ALL RISK THAT ANY COPY OF THE NEW HOMEOWNERS WELCOME GUIDE IS NOT PROPERLY DELIVERED FOR ANY REASON WHATSOEVER.

4. **Limitation of Liability.** IN NO EVENT SHALL ELITEMAC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING FROM ITS SUPPLYING, OR FAILING TO SUPPLY, ANY GOODS OR SERVICES. IN ANY EVENT, ELITE’S ENTIRE LIABILITY UNDER ANY PROVISION OF AN ADVERTISING CONTRACT OR THESE GENERAL TERMS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY ADVERTISER PURSUANT TO THE ADVERTISING CONTRACT AT ISSUE.

5. **Indemnification.** Advertiser will indemnify, defend, and hold harmless EliteMAC and its officers, directors, shareholders, employees, agents, successors, and assigns, from all losses and threatened losses arising from or connected with the acts or omissions of Advertiser, or employees or agents of Advertiser.

6. **Notices.** Each notice, demand, request, request for approval, consent, approval, disapproval, designation or other communication required or desired to be given or made under an Advertising Contract or the General Terms shall be in writing and shall be effective and deemed to have been received (i) when delivered in person, (ii) when sent by fax with receipt acknowledged, (iii) five (5) days after having been mailed by certified or registered United States mail, postage prepaid, return receipt requested, or (iv) the next business day after having been sent by a nationally recognized overnight mail or courier service, receipt requested. Notices shall be addressed as set forth in the Advertising Contract.
7. **Time is of the Essence.** Time is of the essence in each Party's performance of all obligations under the Advertising Contract or the General Terms.
8. **Dispute Resolution.** Any controversy or claim arising out of or relating to these General Terms or any Advertising Contract, or the alleged breach thereof, will be resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. If such arbitration becomes necessary, the following procedures will apply: (a) the arbitration will be held in the Washington, D.C. Metropolitan area or such other locale as the parties agree upon, in writing; and (b) the dispute shall be heard by one arbitrator.
9. **Governing Law.** The Advertising Contract and the General Terms are governed and shall be construed by the laws of the Commonwealth of Virginia, without regard to its conflict of laws provisions.
10. **Attorney's Fees and Costs.** Should Advertiser breach the Advertising Contract or the General Terms, EliteMAC shall be entitled to an award of its costs, reasonable attorneys' fees, and all expenses of arbitration (including, without limitation, all administrative fees, arbitrator's fees and compensation, and travel and other expenses of the arbitrator) expended in any effort to enforce the terms of the Advertising Contract or the General Terms in any case in which it is the substantially prevailing party.
11. **Severability.** In the event that any provision of the Advertising Contract or the General Terms is invalidated by a court of competent jurisdiction, then all of the remaining provisions of the Advertising Contract and the General Terms shall continue unabated and in full force and effect.
12. **Joint Drafting.** The Advertising Contract and the General Terms shall be deemed to have been jointly drafted by the Parties for all purposes involving their construction and enforcement.
13. **Execution in Counterparts.** The Advertising Contract may be executed in counterparts, all of which taken together shall constitute one and the same contract.

14. **Further Assurances.** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Advertising Contract and the General Terms.

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