



AGREEMENT FOR ADVERTISING

Streamline Health Services offers employment posting opportunities, to Southern California agencies, looking for lifeguards or Water Safety Instructors. In order to post agency employment opportunities, please print, complete, and fax Agreement for Advertising to Amy Alexander at (949) 209 – 1839 or mail completed documents to the following address:

Streamline Health Services
Agreement for Advertising
PO Box 5366
Newport Beach, CA 92662

Agency Information

Client Name: _____

Client Address: _____

Client Contact Name: _____ **Telephone Number:** _____

Client Contact Email: _____ **Web Site Address:** _____

Job Listing Information

Job Title #1: _____ **Job Description:** _____

(May attach description) _____

Full time: _____ **Part time:** _____ **Starting Wage:** _____

Job Title #1: _____ **Job Description:** _____

(May attach description) _____

Full time: _____ **Part time:** _____ **Starting Wage:** _____



THIS AGREEMENT FOR ADVERTISING (Contract) is made and entered into as of _____, 20 ____, by and between the STREAMLINE HEALTH SERVICES (SHS), and _____, (Advertiser).

Scope of Service. SHS agrees to provide a JOB LISITING (JL) advertisement on www.streamlinehealth.com Employment Information web page for the following payment plan:

- **One time set up fee of \$25.00**

All JL advertising is subject to the approval of SHS in its sole discretion. JL Advertising contained on www.streamlinehealth.com JL web page in no way constitutes an endorsement by SHS to the JL Advertiser. SHS reserves the right to insert the words "Paid Advertisement" above or below any advertisement.

Advertiser agrees to provide SHS with a SHS JL CLIENT INFORMATIONAL FORM and payment for the JL advertisement of the above listed services in the amount of \$ _____ **per payment term**, to be paid upon receipt of said SHS JL CLIENT INFORMATIONAL FORM advertisement copy. The SHS JL CLIENT INFORMATIONAL FORM and payment must be submitted prior to the JL advertising deadlines. SHS will assume material provided by Advertiser is correct and the ad is approved. Payment must be made to **Streamline Health Services** at the address provided below.

Verbal or written notification of service requests will be sufficient notice that charges will be due and payable upon receipt.

Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to SHS/Advertiser shall be delivered to the following addresses and representatives set forth below:

To SHS:

Streamline Health Services
Agreement for Advertisement
P. O. Box 5366
Newport Beach CA, 92662
949 713 – 7711 Office
949 209 – 1839 Facsimile

To Advertiser:

Name: _____
Address: _____
Contact Name: _____
Telephone Number: _____

Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

Termination. SHS reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Advertiser.

Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Municipal and Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Advertiser agrees to submit to the personal jurisdiction of such court.



Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs.

Relationship Between The Parties. This Agreement does not create any agency partnership, joint venture or franchise between the parties and neither party nor its employees shall be deemed to be the legal representative, agent or employ of the other. Neither party as the right or authority to and shall not assume or create any obligations of any nature on behalf of the other party or bind the other party in any respect.

Limitation of Liability. Notwithstanding anything to the contrary, to the extent allowed by law, neither party shall be liable for any special, indirect, exemplary, punitive, consequential or incidental damages (including, without limitation, loss revenues, anticipated revenues or profits relating to the same) arising from any claim relating directly or indirectly to this Agreement, whether a claim for such damages is based on warranty, contract, tort (including, without limitation, negligence or strict liability) even if the parties are advised of the likelihood or possibility of the same. Advertiser agrees that SHS' liability for damages, if any, shall not exceed the amount actually paid by Advertiser to SHS.

Integration. This Agreement represents the entire understanding of SHS and Advertiser as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No waiver or modification of any terms hereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

STREAMLINE HEALTH SERVICES

(Advertiser's Signature)

By: _____

By: _____

Title: President

Title: _____

Date: _____

Date: _____

Telephone Number: 949 713 - 7711

Telephone Number: _____

FAX Number: _____

Tax I.D. Number: _____