

ADULT-CARE.ORG WEBSITE LISTING/MEMBER AGREEMENT

This Agreement, dated for reference purposes as of _____, 200__ (the "Agreement"), is by and between Adult-Care.Org, Inc. ("Adult-Care.Org, Inc." or "ACOI") and _____ ("Member"). [If this Agreement is executed by _____ ("Agency or Subsidiary or Branch"), it is acting as the authorized agent for the member/listing company's headquarters and agrees that by executing this Agreement, it shall be jointly and severally liable with the member/listing company.]

RECITALS

- A. ACOI owns and operates a web/internet based company involved in providing information in adult, senior and disabled industries.
- B. ACOI plans to produce, publish and distribute through its web portal information such as listing of any and all facilities providing long term care, background information (as available in the public files of each and every facility), virtual tours (look and feel of the facility through pictures and/or video), level of operation per license of the facility and their ability per facility choice (care assessment), placement referral, advertising (for both facilities/providers and the third party/company), financial accounting services, management services, educational, consumer rating, consulting and any other services assisting providers and the consumers of each and every state within United States of America (and other countries as will be added at any time).
- C. Member desires to acquire from ACOI certain services as listed in section (B) above through ACOI web based business as well as any other services and other rights and ACOI desire to provide the member with such services offered through it web based business/portal in and to grant the member such rights in accordance with the terms and condition of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. ACOI's Website Production, Operation and Launch, Advertising Space

ACOI, agrees to produce and operate the website through the internet and to list and provide a website for each and every facility and members and their advertising in ACOI website/portal in accordance with following;

- a. ACOI obtains information on time to time basis from the state, county and other governmental agencies; information related to each facility as licensed by such agency and will post on ACOI web based business site for the consumer to access any and all information consumer is interested to find about any of the members or the facilities that are licensed through each and every state.
- b. Member agrees that ACOI will have no liability toward the member (or its associates and whomever) whatsoever regarding any information provided or obtained from any of the local and state governing offices and posted on ACOI website for the accuracy and or false information within members file.
- c. Member agrees to take full responsibility to check the information and notify the ACOI of its validity and accuracy (if different from the official file of member) for editing and or modifying. Member agrees and accepts any modification of information can not change the information provided in the governing agency's file and modification can only take place with approval of the governmental agency governing such member. Member agrees and accepts that ACOI will not or cannot change any information unless it obtains the approval of the governmental agency governing such member. Member agrees that ACOI has not, does not and shall not make any representation or warranties as to the accuracy and or validity of any of the information provided by the governing agencies. Member agrees to take full responsibility for administrating the content of their website/templates according to the rules and regulations of ACOI unless client requests otherwise per ACOI price chart.
- d. ACOI reserves all right for any advertising and advertising space/s within its website and the member's site and such placement of any advertising and the content of such advertising is at the whole discretion of ACOI on each and every page of the website.
- e. Member agrees to hold harmless ACOI for any advertising content within the website. Member further agrees to purchase any advertising banner within the website according to the pricing schedule published by ACOI from time to time. Any advertising is based on the first come basis and members can only secure the advertising banner at any section upon availability if, and only if, full payment is made to ACOI for such period member is requesting.
- f. Member agrees and accepts that such consumer rating system might be used for re-licensing purpose for the benefit of the consumer according to the governmental agency governing such member. Member further agrees to hold harmless ACOI for any delay in re-licensing for any reason whatsoever. Member further agrees in the event of the need for educational courses for re-licensing to utilize the ACOI web-educational course and classes that will be offered and approved by such governmental agency governing such member as first choice and such payment for the educational classes will be paid directly to ACOI unless notified otherwise.

2. Terms

The term of this Agreement is and shall be for period commencing on _____, 200__, and shall be for _____ contract year ("the Term"). A contract year shall be from _____, to _____ and member's presence will first appear in the ACOI website/template on the _____ day of _____, _____.

3. Consideration

In the consideration of the rights and other services granted and provided hereunder, member/advertiser shall pay an initial set up fee and a monthly fee as set forth below for each advertising Contract Year ("Member's Listing Fee"):

CONTRACT YEAR

INITIAL SET UP FEE

MONTHLY FEE

Virtual Tour/Video Set Up :	() Yes,	No ()	
Facility Administration Fee:	() Yes	No ()	
Facility Website Maintenance:	() Yes	No ()	
Multi-Facility Discount:	() Yes	No ()	15%
Referral Discount:	() Yes	No ()	One month for each referral signed up
Cash Advance (full contract):	() Yes	No ()	10% of the total amount of contract

The initial set up fee shall be paid to ACOI in () payment/s, and the monthly fee must be paid each and every month on the first (1st) day of the month, unless the member chooses to pay for at least one (1) year in advance. If member decides to cancel member's listing, member agrees to pay the minimum of () month/s monthly fee as the cancellation fee of the listing contract. Member agrees set up fee and all paid payments are not refundable once paid to ACOI. Member agrees that any and all payments due to ACOI under this Agreement shall be paid to ACOI via electronic funds transfer directly from the member's bank account to ACOI account.

4. Indemnification

Member shall defend, indemnify and hold harmless ACOI and its successors or assigns from any and all losses, liability, claims, expenses (including attorney fees), demands, suits and actions, and any appeal thereof, arising out of the character, content or subject matter of member's template and copy.

5. Termination

ACOI shall have the right to terminate this Agreement if any of the following shall occur:

- a. Discontinuation of the site for whatever reason.
- b. If this Agreement is so terminated by ACOI, member shall be entitled, as its sole remedy, to a pro rata refund of any advance payments under this Agreement.
- c. Member may cancel his subscription with thirty (30) days written notice mailed to ACOI's office via registered mail.

6. Default

If member fails to pay any sum due to ACOI when such payment is due, ACOI may, in addition to any and all other rights or remedies it may have under applicable law:

- a. Terminate member under this Agreement
- b. Collect all unpaid sums under this Agreement, including sums due for remainder of the length of this Agreement together with interest thereon at the lesser of 18 percent per annum or maximum rate allowed by applicable law.

7. Limitations and Relationship of Parties

- a. The parties are acting as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between the parties, and no party shall have authority to bind the other in any respect.
- b. The obligation of either party to perform under this Agreement shall be excused if such failure to perform or any delay is caused by matters such as acts of God, strikes, civil commotion, acts of government or any other cause whether similar which are reasonably beyond control of the party.
- c. In any event, shall ACOI be liable for any damages, including but not limited to, any direct, special, incidental or consequential damages arising out of or in connection with this Agreement or performance thereof, the liability for any breach of this Agreement shall be strictly limited to refunding to member of any consideration paid by member for which member has not received rights granted.

8. Assignment

Neither this Agreement nor any of the rights or obligations of member hereunder may be assigned, transferred or conveyed by operation of law or otherwise by member or member's business in any shape or form.

9. Governing Law

This Agreement is the entire Agreement and shall be governed by and construed in accordance with law of the State of Oregon. and any action arising out of this Agreement shall be handled in the Circuit Court of Multnomah County for the State of Oregon or the United States District Court for the District of Oregon. This is the whole Agreement between both parties. In the event any suit of action is brought or an arbitration proceeding is initiated to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in connection therewith.

This Agreement, including its nine (9) sections and the attached Exhibit A, is considered as the entire Agreement and parties, hereto by executing and signature below, agree to all terms and conditions as set forth above.

Adult-Care.Org. Inc. _____

Member: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____