



Advertising Agreement

This AGREEMENT, made and entered into in Houston, Harris County, Texas, on this 30th day of January, 20 17 (hereinafter referred to as "Agreement") by and between Apartment Data Services, LLC., (ApartmentData.com) 2550 Gray Falls, Suite 450, Houston, TX 77077 and Greystar (Customer).

In consideration of the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged, the Parties agree to be bound by the following conditions.

<u>The Hayworth</u>		<u>5 Star with Banner</u>	<u>February, 2017</u>	<u>5027A</u>
Customer/Community		Ad Size	Begin Month	ADS ID#
Total Cost:				
\$ <u>99.00</u>	+ (\$ <u>500.00</u> /mo. x <u>12</u>) = \$			<u>600.00</u>
Set-Up	Ad Cost	Length of Term		Total

Notes:

Monthly Banner is additional \$305/mo.

Cancellation This agreement may be canceled with a thirty day written notification. With such a cancellation, the ad cost contracted for will be adjusted to conform with the standard "short term" rate of \$ 500.00. The cancellation fee will be invoiced as the difference between the contracted rate and the "short term" rate multiplied by the actual number of months the ad appeared.

Service Continuity Upon expiration of the term of this agreement, this contract will continue indefinitely until cancelled by either party effective upon receipt of at least Thirty (30) days advance written notice. In addition, upon expiration of the term of this agreement, the ad cost/month is subject to being adjusted to the then current published rate.

Entire Agreement This Agreement is the exclusive and entire agreement between the Parties and supersedes any previous agreements or understanding between the Parties. This Agreement may only be amended, changed, revised or altered by an instrument in writing signed by the Parties. In witness thereof, the Parties have executed this Agreement on the day and year first above written, in multiple counterparts each of which shall be deemed to be an original.

Apartment Data Services, LLC

Sign: _____

David Koenig

46081307E29B497

Name: _____

David Koenig

Title: _____

Vice President

Customer

DocuSigned by:

Sign: _____

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Name: _____

Title: _____

**THIS AGREEMENT ALSO INCLUDES ALL OF THE PROVISIONS ON PAGE 2
WHICH ARE INCORPORATED HEREIN FOR ALL PURPOSES.**

I. Update Service (for ApartmentData.com advertising)

- a) Pursuant to the terms and conditions contained herein, ADS shall contact Customer or Member's agent once per month and Customer will at that time provide all information requested and necessary to update Community's ad.
- b) Unless otherwise specified, ADS will contact each apartment community directly. Customer is responsible for contacting ADS when pricing and/or policy changes occur.
- c) If ADS is unable to contact Customer or Customer's agent via the telephone during Customer's update period, ADS will consider previous data as current and publish accordingly.
- d) Customer releases all advertising content including data, text, photo & images to ADS and agrees that this information becomes the property of ADS for its sole and exclusive control.

II. Assignment

- a) This Agreement shall not be assignable, in whole or in part, by Customer.

III. Force Majeure

- a) ADS shall not be liable for its failure or delay in performing hereunder if such failure or delay is due to any contingency beyond its reasonable control, including, but not limited to, acts of God, fires, floods, wars, accidents, labor disputes or shortages of materials and/or labor, governmental laws, ordinances, rules and regulations, or any other causes of any kind whatsoever beyond the control of ADS.

IV. Terms of Payment

- a) Non-payment of fees will result in cancellation of this agreement. In the event of cancellation for non-payment, all amounts due will be adjusted to conform to the cancellation policy on page 1 and are due immediately.

V. Advertising

- a) Pursuant to the terms and conditions contained herein, Customer covenants and agrees that it shall be obligated to have the advertisement published for the entire length of the term of this Agreement except for in the case of the Customer no longer being affiliated with the subject property, in which case a 30 day written cancellation notice is required in order to cancel the service.
- b) Customer agrees that all advertising material submitted for publication becomes the property of ADS for its sole and exclusive control. Member warrants that it is sole owner of, or has obtained a license for, all rights in any materials and content, including photographs and floor plans, provided to ADS for use in accordance with this Agreement, which will not infringe on any copyright, trademark, or other intellectual property right and will not violate any right of privacy or right of publicity.
- c) The subject matter, form, size, wording, illustration and typography of the advertising shall be subject to the approval of ADS.
- d) ADS reserves the right to modify the website, apartmentdata.com, and to edit or reject any ad content on the web site.

VI. Indemnity

- a) Customer shall assume sole and entire responsibility for fines, levies, suits, proceedings, claims, actions or causes of action relating to its business, for any misstatements, false statements or inaccuracies contained in its Community Listing or advertisement and for all other matters incidental or connected with Customer's business. Customer shall indemnify and hold harmless ADS, its officers, directors, agents, and employees, from all fines, levies, suits, proceedings, claims, actions, or causes of action of any kind or nature, including, but not limited to, costs, court costs, litigation expenses and attorney fees, (including attorney fees on appeal) arising from, growing out of, in connection with or incidental to Customer's business, and/or any misstatements, false statements or inaccuracies contained in Customer's Community Listing or advertisement. In case any action or claim to which ADS is entitled to indemnification shall be brought or asserted in anyway against Customer, Customer shall immediately notify ADS with all relevant information. ADS shall be entitled to participate in, and to the extent that it wishes, to assume the defense thereof. Any counsel selected by Customer shall be subject to the approval of ADS.

VII. Choice Of Law

- a) This Agreement shall be governed and construed in accordance with the statutes, laws and decisions of the state of Texas, which is agreed to have jurisdiction over all acts arising out of this Agreement.

VIII. Internet Limitations and System Interruptions

- a) System shutdowns and access interruptions will be addressed as soon as reasonably practical given the circumstances and nature of the problem. While we strive to protect information and insure its security on the systems that we employ, no data transmission over the Internet can be guaranteed to be 100% secure. ADS employs reasonable and current security methods and technologies, and will not be liable for any incursions that may occur, nor for any loss of damage due to down time of the internet, our web site or the program.