



Apartment Association of the Panhandle
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Online Property Advertising Agreement for the AAP Career Center

1. The property/advertiser/financially responsible party must be in good standing with the AAP before and during the contract for the property/properties to remain on the website. "Good Standing" means no balance due to the AAP over 90 days old for all AAP invoices. All billing will be mailed/emailed to the address listed for "Responsible Party."
2. This agreement will end as listed in the contract terms.
3. The AAP is the sole owner and operator of this site. All photographs, illustration, images, text, and software (referred to as content) on this site are the property of the AAP. All content on this site is copyrighted as collected work and/or compilation pursuant to applicable copyright laws and is protected by law in the United States and internationally, including worldwide copyright laws. No photography, art, or product may be copied modified, reproduced, republished, uploaded, posted, transmitted, distributed, transferred, sold, or displayed in any matter or for, in whole or part, except as explicated provided below. Modification of the above mentioned or use of them in any purpose other than those explicated permitted below is a violation of the copyright and other propriety rights of the AAP.
5. You may use the AAP logo as the prompt for a link from other sites to this site, provided that any such link is explicitly conditioned on the user's understanding and agreement that entry into this site, in every instance, is subject to all the terms and conditions of this agreement. All linking to this site must, in every instance, be directed to the home page of this site at www.aapanhandle.com. In no instance is linking permitted directly to locations embedded within the site. The AAP reserves the right to revoke this limited license to use our logo for purposes of linking to the site and may revoke authority to link to this site at any time and under any conditions deemed appropriate by us, in its sole discretion. In the event of such revocation, the linking party shall remove the link to the website within five (5) days of such revocation. Any such revocation shall be effective upon notification from the AAP. The indemnity provisions set forth below applies to any linked site, and any person or entity linking to this site shall indemnify and hold harmless the AAP from any claim arising from or relating to the linked site.
6. The AAP does not accept any unsolicited submissions of creative ideas, suggestions inventions, or materials other than those which we have specifically requested. Because of this, any creative suggestions, ideas, concepts, or other information we receive will become the property of the AAP. Any of the aforementioned will not be subject to any obligation of confidence on the part of the AAP, and we will not be liable for any use or disclosure of any information. We will own exclusively, all now known or later discovered rights to the information, and will be entitled to unrestricted use for any purpose, commercial or otherwise without compensation to you or any other person who submitted the information.
7. The AAP may terminate this agreement at any time if, in our sole discretion and judgement, you fail to comply with any term or provision of this agreement. Upon termination, you shall destroy any material obtained from this site and all copies thereof, whether made under the terms of this agreement or otherwise.
8. This agreement shall be governed by and construed in accordance with local, state, and national laws, irrespective of any applicable conflicts of law principles. If any provision of this agreement is ruled to be unlawful, void, or otherwise unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between you and the AAP relating to this site. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the AAP as a result of this agreement or use of this site.
9. You agree to defend, indemnify and hold harmless the AAP, its officers, directors, employees, and agents from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, arising from your use of the materials on this site, including your breach of the terms of this agreement. The AAP shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense and in the AAP's discretion, in defending any such claim, suit, or proceeding.
10. You are bound by this agreement when you access or site and until you have destroyed all content that you have downloaded or copied from our site, you are, in addition, bound by this agreement whether you downloaded or copied the content under the terms of this agreement or otherwise. Any dispute arising with respect to this agreement shall be resolved by negotiation between the parties or, if necessary, by resort to an appropriate federal or state court located in Potter/Randall counties in the state of Texas. You expressly waive any right to pursue any claim against the AAP relating to this agreement in any forum or venue located outside of Texas. In the event of the filing of any such claim, you stipulate to the transfer of the filing to any appropriate or available forum or court in Texas, at the AAP's sole discretion. In no event shall you be entitled to injunctive or other equitable relief. Use of this site is unauthorized in any jurisdiction that does not give effect to all the provisions of terms and conditions, including, without limitation, this paragraph.
11. The AAP may, in its sole discretion, cancel Advertiser's current and future advertising and all advertising charges will become immediately due and payable. Claims for billing errors must be made in writing within thirty (30) days after receipt of invoice.