

WEB SITE HOSTING AGREEMENT

This Web Site Hosting Agreement (“Agreement”) is between Michigan Lake & Stream Associations, Inc., a Michigan not-for-profit corporation, with its business offices located at P.O. Box 303, Long Lake, Michigan 48743 (“MLSA”) and

Association

of _____ (“User”)

County

and is effective as of _____, 200__

Recitals

1. MLSA is the owner of a Web page and Web site identified by the “MLSWA.org” uniform resource locator (“URL”) and all domains relating thereto; and
2. MLSA operates network server(s) on which its Web site resides.
3. MLSA has agreed to host and permit User’s Web site(s) or Web page(s) to reside on its network server(s) on the terms and subject to the conditions of this Agreement; and
4. MLSA and User desire to set forth the terms and conditions that will govern the relationship between them with respect to the subject matter of this Agreement.

Agreement

For valuable consideration, MLSA and User agree as follows:

1. License. Subject to the terms and conditions hereof MLSA shall permit User’s Web page or Web site to reside on and be utilized by accessing MLSA’s network server(s). MLSA will create the appropriate User web account and URL based on the User name and MLSA number assigned by MLSA. User’s Web site shall be accessible either through the MLSA created URL or through a domain name that has been registered through InterNIC by the User. Upon request and payment of additional fees to MLSA, MLSA will assist User in registering a domain name. MLSA will use commercially reasonable efforts to make the server(s) available on a full-time basis, but does not guarantee that access will be continuously available or available at particular times. MLSA reserves the right in its sole discretion to approve the content, graphics, size, style and appearance of User’s Web site. MLSA shall have the right to limit the amount of server disk space allocated to User’s Web site or any Web page.

2. License Fee; Expenses. For each Web site that the User has residing on MLSA's server(s), User shall pay MLSA an annual fee which, unless and until changed by MLSA in its discretion, shall be \$25. In addition, User shall pay a one-time setup fee of \$25 for each Web site. The initial license fee and initial setup fee must be remitted along with a signed copy of this Agreement. Separate signed agreements and appropriate license and setup fees must be remitted for each Web site. User shall also pay to MLSA any expenses incurred by MLSA to the extent attributable to or necessitated by User's Web site or incurred by MLSA in enforcing its rights hereunder.

3. Term of License. The term of this license is indefinite. MLSA may terminate this Agreement at any time, with or without cause and without prior notice to User. Unless and until terminated by (i) MLSA or (ii) by User upon thirty (30) days prior written notice to MLSA, this Agreement shall be for an initial term of one (1) year and continue for successive period(s) of one (1) year provided the then-applicable annual fee is paid within fifteen (15) days of the date of MLSA's invoice therefore, and provided that the User has renewed annual membership in ML&SA.

4. User Representations, Covenants and Acknowledgments.

(a) User agrees that nothing stored on, contained or displayed in, linked to, accessible through, referred to in or received or transmitted through its Web site or Web page shall be composed of, contain or involve, in MLSA's sole determination:

(i) any material that is defamatory, damaging, obscene, sexually explicit or offensive.

(ii) any material that is critical of MLSA, the Riparian Magazine, Michigan Waterfront Alliance or related entities.

(iii) any vulgar, offensive, racist, sexist, or hurtful graphics, pictures, language or wording.

(iv) any solicitation of money, property or services.

(v) anything that constitutes a violation of any applicable law.

(vi) commercial advertising of any kind.

(b) User agrees that access to MLSA's server(s) and the Internet shall be used solely for the legitimate purposes of User's organization and that it will be responsible for any unauthorized use of, access to or transmissions to, from or through its Web site or Web page. User shall implement and maintain reasonable, appropriate and adequate security measures against unauthorized use of or access to User's Web site or Web page or anything that may adversely affect MLSA.

(c) User acknowledges and agrees that use of or connection to the Internet is inherently insecure, that information transmitted and received through the Internet cannot be expected to remain confidential, that MLSA cannot and does not guarantee and will not be responsible for the privacy, security, authenticity, accuracy or non-corruption of any information so transmitted in any system connected to the Internet (including MLSA's Web site), that MLSA is not responsible for any adverse consequences of User's connection to MLSA's Web site or use of the Internet and that MLSA is not responsible for any use of User's Web site in violation of any applicable law or regulation or any violation of the intellectual property rights of another.

(d) User agrees that no executable programs or content shall be posted to MLSA's Web site or to MLSA's network servers without MLSA's prior written consent.

(e) Use of any information transmitted or obtained by User using the Internet, MLSA's Web site or User's Web site is at User's own risk. MLSA specifically denies or disclaims any responsibility for and shall have no liability or responsibility for the accuracy or quality of data or other information or programs obtained from or through MLSA's Web site or through MLSA's network, including consequences arising out of or related to failure of performance, error, omission, interruption, corruption, deletion (including catastrophic data failure), defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of information or facilities or malfunctioning Web sites, and User accepts such denial and disclaimer.

(f) If anything appears on User's Web site or Web page that MLSA determines to be in violation of this Agreement or which MLSA otherwise deems inappropriate or offensive, MLSA, immediately and without approval of or prior notice to User, may remove or request that User remove the applicable content from User's Web page or Web site or any other text or item linked to the Internet. If User refuses such request, MLSA, at its option, may remove the subject Web page, Web site or other text item, suspend the license granted hereunder or terminate this Agreement. MLSA shall not be liable for any damages resulting from actions permitted hereunder. This provision shall survive termination of this Agreement.

5. Indemnification. User, at its own expense, agrees to reimburse, defend, indemnify and hold MLSA, its officers, directors, members, employees, officials, affiliates, successors, assigns, agents and representatives harmless from and against any claims, liability, damages, causes of action, fines or proceedings arising out of anything on, contained in, transmitted and received through, or referred to in User's Web site, Web page or other Internet graphical or non-graphical interface, or breach of the use of or any of the provisions of this

Agreement, including, but not limited to, damages, attorney fees and costs. This provision shall survive termination of this Agreement.

6. Confidentiality. User shall not disclose, copy or otherwise use any confidential information of MLSA for any purpose other than that contemplated by this Agreement. Confidential information shall include, but not be limited to, any sensitive or secret business, marketing or technical information of MLSA.

7. No Liability. All services performed pursuant to this Agreement are delivered and accepted without warranty of any kind, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall MLSA be liable for indirect, special, incidental or consequential damages of any kind including, without limitation, loss of profits or interruption of business. In no event shall MLSA be liable to User for any amount in excess of the license fee, if any actually paid to MLSA by User under Section 2 above.

Michigan Lake & Stream Association,
a Michigan not-for-profit corporation

_____, 200_____
By _____ "MLSA"

_____, 200_____
By _____ "User"