



Marketing Agreement/Invoice

Mudd Advertising One Mudd Centre 915 Technology Parkway

Sales Manager: Mike Zehentner Cedar Falls, IA 50613 Client Service: P: (319) 277-2003 Reference: 85279

F: (800) 357-5961

Mudd Advertising 915 Technology Pkwy Cedar Falls, IA 50613 P: (319)-277-2003 Client ID: 23498

Pricing Subtotal: Total Cost:

\$0.00 \$0.00 **General Information**

Campaign Theme: Mudd Marketing

Fed ID# 42-1173023

Sales Rep: Cody Schutte

Billing Month: May, 2014

*If paying by credit card a 3.00% (\$0.00) processing fee will be assessed.

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Description Quantity Sales Dates **Due Date**

THIS DOCUMENT SERVES NOT ONLY AS A BINDING AGREEMENT BUT AS YOUR ONLY INVOICE. Please Initial

1. I understand Mudd Advertising requires the use of data that exists in my dealer management system (DMS) to perform services selected herein. Therefore, I further authorize Mudd Advertising to access data in my DMS under the terms of the GM Dealer Participation Agreement - Dealer Data Sharing Service ("Participation Agreement"), for use in connection with this program in accordance with the Participation Agreement. I agree to take the necessary actions required to provide such access. Mudd Advertising agrees to use my data solely to provide program services and to adhere to all terms and conditions imposed upon by GM with respect to the confidentiality and security of my data.

- 2. It is understood that a sales tax or use tax, or other similar tax, may arise under state, county, or local laws. These taxes are to be paid by the Client. Client agrees to indemnify Mudd Advertising and hold Mudd Advertising from and against all claims for sales and/or use tax arising out of the sale of the goods and services covered by this agreement.
- 3. The Client signing below acknowledges that Mudd Advertising is the owner of all copyrights of the promotion materials and all trademarks which appear in the promotional materials, and Client agrees not to use, re-use or copy the promotional materials or the trademarks therein without permission of Mudd Advertising.
- 4. If the promotion is cancelled at anytime after the agreement is signed by Client, Client shall pay liquidated damages to Mudd Advertising equal to one half the
- 5. This agreement shall be governed by the laws of the State of Iowa and all parties agree to submit to the jurisdiction of any court located within Black Hawk County, lowa. All costs and expenses incurred by Mudd Advertising to enforce this agreement, including Mudd Advertising's reasonable Attorney fees, shall be paid by Client.
- 6. FACSIMILE SIGNATURE AND DOCUMENTS SHALL HAVE THE SAME FORCE AND EFFECT AS SIGNED ORIGINAL DOCUMENTS.

	Cody Schutte Mudd Advertising - Cedar Falls		Date		
Internal use only	5/5/2014 10:53 AM	Manufacturer: Non-Automotive	Franchise: Non-Automotive	Bill To: Mudd Advertising	