

Representative ID number:	Name of Representative:	Telephone number:	Extension:
# PBS:	# P.O.:	Publication:	

**1 Business Information**

Contact person name:

Business Profile administrator email (*will remain confidential*):

Company name:

Address :

City/Town:	Province :	Postal code:
Telephone number :	Toll-free number :	Fax :
Other – please specify: _____	Other – please specify: _____	
( ) -	( ) -	
Other – please specify: _____	Other – please specify: _____	
( ) -	( ) -	

**2 Business Hours**

Monday:	_____ to _____	Friday:	_____ to _____
Tuesday:	_____ to _____	Saturday:	_____ to _____
Wednesday:	_____ to _____	Sunday:	_____ to _____
Thursday:	_____ to _____	24 h\7 days :	<input type="checkbox"/> Yes

**3 Web Information**

Company contact e-mail (*will remain confidential*):

Company Website:

http://www.

Business Profile website link : (*Your Unique URL*)

http://www.weblocal.ca/

**4 Payment methods accepted**

<input type="checkbox"/> Master Card <input type="checkbox"/> Discover <input type="checkbox"/> Money Order <input type="checkbox"/> Interac	<input type="checkbox"/> Visa <input type="checkbox"/> Carte Blanche <input type="checkbox"/> Cash <input type="checkbox"/> Check	<input type="checkbox"/> American Express <input type="checkbox"/> Diners Club <input type="checkbox"/> Gift Certificates <input type="checkbox"/> Travelers Check
---	--	---

**5 Industry:**

*Please choose only one (1) industry :*

<input type="checkbox"/> Entertainment <input type="checkbox"/> Retail Business <input type="checkbox"/> Cars	<input type="checkbox"/> Lodging <input type="checkbox"/> Home Improvement <input type="checkbox"/> Transportation	<input type="checkbox"/> Restoration <input type="checkbox"/> Professional <input type="checkbox"/> Other	<b>Other – please specify:</b>
---	--	---	--------------------------------

**6 Availabilities for pictures and video shooting**

We strongly suggest to consult the 'Advertise with us' section on weblocal.ca in order to see a couple of video examples.

**Choose a kind of video:**

- Atmosphere video**  
 Different camera shots of your business will be shown with music in the background. We can either see your employees or your products, it's your choice. You can add information over the images shown and pictures to the screen shots. This kind of video will look like an advertisement.
- Spokeperson video**  
 You or somebody else can be interviewed in this video. You talk about what makes your business special and unique. You talk directly to the consumers and give examples of what you offer. Pictures of the business or products can be added to your profile to complete it. This kind of video will be like meeting you.

**Choose one or two languages pour the video shoot:**

If you choose to have two languages, there will be an additional fee of \$100 to the access fee.

- french
- english

*Please tick a minimum of two (2) availabilities in the chart below :*

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Morning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Afternoon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evening	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- I do not want a video
- I do not want pictures

**7**

**Business Profile (English)**

**Keywords, tags :** *(In this section, please provide some keywords that define and describe your company)*

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Your slogan/motto :**

--

**7 Business Profile (English)**

---

**Please describe your company:**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**8**

**Business Profile (French)**

**French Keywords, tags :** *(In this section, please provide some keywords that define and describe your company)*

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Your slogan/motto :**

--



9 Invoice		Number of branches:	
Membership fee ( <i>One-time payment of 199\$ x the number of branches if their profile is different from one another and 100\$ fee if the video is produced in two languages</i> ) :			+tax
Monthly fees ( <i>89\$ x number of branches</i> ) :			+tax
<b>Discount on the monthly payments :</b>  2 to 9 locations = 5% 10 to 19 locations = 10% 20 to 49 locations = 20% 50 to 74 locations = 30% 75 to 99 locations = 40% Over 100 locations = 50%	Minus the discount on the monthly payments if applicable :		%
	Monthly total :		+tax

10 Billing Information <i>(for internal use)</i>	
<b>Terms:</b> <i>You will be credited or billed for the membership fee only after you have signed this copy. As for the monthly fees, they will be credited or billed 30 days following the signing of this copy. If you decide not to have the video or pictures taken, the monthly payments will start at the signing of this copy.</i>	
Choose a type of payment :	
<input type="checkbox"/> Credit Card  <input type="checkbox"/> Invoice	
Credit card number:	
Expiration date: (month/year)	
Cardholder's name (please print) :	
Signature :	Date :
<input type="checkbox"/> Use the same address as in « section 1 » of this «Sales Agreement»  <input type="checkbox"/> Use another billing address	
Address :	
City/Town:	Province :
	Postal Code :

## 11 Terms & Conditions *(Please sign both copies)*

### Services

Weblocal.ca, a division of Transcontinental Medias, hereby agrees to provide the services described in the service agreement (the "Agreement") between the member and weblocal.ca to which these terms and conditions are attached and form an integral part. All pictures and video shall be taken or made by a third party chosen by weblocal.ca. Only weblocal.ca, including its agents and subcontractors, can make decisions relating to the artistic content of any video, picture or profile of a member.

Weblocal.ca reserves the right to cancel the shooting of any pictures or video if the member postpones or cancels more than twice its appointment to take the pictures or shoot the video or if weblocal.ca, its representatives or subcontractors, are unable, after 10 attempts, to fix an appointment (by phone or email). Members shall not be entitled to any compensation of any nature whatsoever in this regard and the remaining provisions of the agreement, including the obligation to pay any sum, shall remain in full force and effect.

Unless notified otherwise, the profile and content of a member shall be brought online within seven days of the receipt of all information from the member. Unless otherwise specified, the delay for bringing any video or pictures online shall exceed 45 days from the time they were taken or made. The pictures and the video will be posted online without the approval of the client. If the member does not complete or does not furnish the information, certain services, including a greater visibility in the directory, may not be provided by weblocal.ca but the agreement shall remain in full force and effect.

Weblocal.ca does not provide any guarantee, express or implicit, legal or contractual, relating to any video or pictures or other services that it provides, nor does it warrant any results. Weblocal.ca is the sole owner of the content posted on weblocal.ca and such content may not be copied or alienated, in whole or in part, and the member hereby assigning all of its rights to weblocal.ca.

### Term and Renewal Policy

The Agreement becomes effective on the date of execution of this agreement and continues for a period of 12 months. It shall automatically be renewed year-to-year for additional periods of 12 months upon the same terms and conditions, unless one party notifies the other at least 30 days prior to the scheduled expiry date.

### Representations and Obligations of the Member

The member hereby accepts and agrees that the information used on weblocal.ca will fully and accurately characterize the member and reflect its true identity. Furthermore, with respect to any document and other materials provided which includes the names, pictures and/or testimonies of individuals of any nature whatsoever, this agreement shall constitute a confirmation from the member that when such documents or materials are posted on weblocal.ca:

1. the member has obtained a written consent from those individuals allowing it to use their name, pictures and/or testimonies;
2. the disclosure or use of these documents or materials does not contravene any law.

Furthermore, the member agrees that all pictures, all videos and any other documents will not contain any text or pictures that are obscene, defamatory, libellous or contrary to public order. The member recognizes that weblocal.ca, without any liability of weblocal.ca towards the member, can refuse to publish or reproduce on its website any picture, video or other document which does not comply with these provisions. The member agrees that it has the right to have the pictures taken and the video or other documents made and that they do not affect the copyrights, trademarks or other intellectual property of any third party.

The member assumes full responsibility for the pictures, video and other documents and hereby agrees to indemnify weblocal.ca against any lawsuits, proceedings or claims for defamation and damages of any nature. The cancellation of this agreement does not terminate the parties' rights and obligations towards intellectual property, guaranty and limited responsibility. The liability of weblocal.ca is limited to the amount paid by the Member during the last 12 months.

### Terms of Use and Policy for the Protection of Confidentiality of weblocal.ca

By accepting this agreement, the member agrees to comply with the terms of use and the privacy policy of weblocal.ca posted from time to time without notice on its website.

**Pricing Policy**

The member agrees to pay the amounts set forth in the agreement. If the member fails to pay or if a payment is late for more than 30 days, weblocal.ca may terminate the agreement without any notice and without prejudice to its other recourses. Interest will increase at the rate of 1.5 % per month (or 18 % per year) and increase on any unpaid amount until the date of payment. If, for whatever reason, payment is not honoured when due, weblocal.ca may charge management fees of \$25 per event.

Additional fees may also be claimed in the following circumstances:

- the member cancels or changes its appointment for the pictures to be taken or the video to be made less than 48 hours before the date and time previously set: fees of \$100 will be due immediately.
- the member is late, is not available or not ready for the video or pictures at the date and time set and, as a result, the shooting of the video and the pictures take more than one hour and a half in total: an additional amount of \$100 per hour will be charged.
- the member wants the video or the pictures taken at a different location than the one specified in the agreement, additional fees of \$100 may be charged if the location is situated more than 60 minutes away from the address of the member.
- the member wants the video to be shot in both languages (French and English), additional fees of \$100 will be charged.

**Termination Policy**

The member may terminate its membership at any time with a written notice. A penalty of three months will be charged if the member terminates its contract before the expiration date.

**General**

This agreement shall be interpreted and governed by the applicable laws of the Province of Québec and the applicable laws of Canada. Any claim in connection with the execution or interpretation of this agreement shall be deferred exclusively to the courts of the Province of Québec.

All guidelines stated in this document represent a whole which means that any court decision concerning one of the guidelines will not affect the validity of the rest of it.

Unless explicitly stated otherwise, any notice (written or other) or any other communication which must be made shall be done by electronic mail, by fax with a confirmation of receipt, by courier (delivery on the following day) or by mail postage prepaid first class to the following address:

Weblocal.ca  
3575 Saint-Laurent blvd., Suite 710  
Montréal (Québec) H2X 2T7  
Tel. : (514) 932-5622  
Fax : (514) 845-0740  
Email : [sales@weblocal.ca](mailto:sales@weblocal.ca)

Signed in two (2) copies at \_\_\_\_\_ on \_\_\_\_\_ 2009

\_\_\_\_\_  
*Representative's signature*

\_\_\_\_\_  
*Customer's signature*

Name of Representative:	Telephone number:	Extension:
-------------------------	-------------------	------------

1	<b>Service Description</b>
---	----------------------------

As a **weblocal.ca** member, you benefit from numerous advantages:

**Greater visibility**

- Improved positioning for members
- Indication of member status
- Entry in bold

**A detailed description**

- Profile of your business (slogan\motto, description, key-words)
- Specific information listed (business hours, payments methods)
- Platform for your advertising material (brochures, flyers, special offers and more)

**Multimedia tools**

- 1 video of 45 seconds (created by professionals)
- Up to 10 photos (taken by professionals)
- 1 Web page with your business’s profile on **weblocal.ca**, including your own unique Web address.
- Keywords that define you

**Marketing opportunities**

- A **weblocal.ca** sticker to display on your store front door
- A batch of appreciation cards to distribute to your clients to promote your business

2	<b>Invoice</b>
---	----------------

	Number of branches:	
Membership fee <i>(One-time payment of 199\$ x the number of branches if their profile is different from one another and 100\$ fee if the video is produced in two languages) :</i>		+tax
Monthly fees <i>(89\$ x number of branches) :</i>		+tax
<b>Discount on the monthly payments :</b>		
2 to 9 locations = 5%	Minus the discount on the monthly payments if applicable :	%
10 to 19 locations = 10%		
20 to 49 locations = 20%		
50 to 74 locations = 30%		
75 to 99 locations = 40%		
Over 100 locations = 50%		
Monthly total :		+tax

**Terms:**

*You will be credited or billed for the membership fee only after you have signed this copy. As for the monthly fees, they will be credited or billed 30 days following the signing of this copy. If you decide not to have the video or pictures taken, the monthly payments will start at the signing of this copy.*

### **3** Terms & Conditions *(Please sign both copies)*

#### **Services**

Weblocal.ca, a division of Transcontinental Medias, hereby agrees to provide the services described in the service agreement (the "Agreement") between the member and weblocal.ca to which these terms and conditions are attached and form an integral part. All pictures and video shall be taken or made by a third party chosen by weblocal.ca. Only weblocal.ca, including its agents and subcontractors, can make decisions relating to the artistic content of any video, picture or profile of a member.

Weblocal.ca reserves the right to cancel the shooting of any pictures or video if the member postpones or cancels more than twice its appointment to take the pictures or shoot the video or if weblocal.ca, its representatives or subcontractors, are unable, after 10 attempts, to fix an appointment (by phone or email). Members shall not be entitled to any compensation of any nature whatsoever in this regard and the remaining provisions of the agreement, including the obligation to pay any sum, shall remain in full force and effect.

Unless notified otherwise, the profile and content of a member shall be brought online within seven days of the receipt of all information from the member. Unless otherwise specified, the delay for bringing any video or pictures online shall exceed 45 days from the time they were taken or made. The pictures and the video will be posted online without the approval of the client. If the member does not complete or does not furnish the information, certain services, including a greater visibility in the directory, may not be provided by weblocal.ca but the agreement shall remain in full force and effect.

Weblocal.ca does not provide any guarantee, express or implicit, legal or contractual, relating to any video or pictures or other services that it provides, nor does it warrant any results. Weblocal.ca is the sole owner of the content posted on weblocal.ca and such content may not be copied or alienated, in whole or in part, and the member hereby assigning all of its rights to weblocal.ca

#### **Term and Renewal Policy**

The Agreement becomes effective on the date of execution of this agreement and continues for a period of 12 months. It shall automatically be renewed year-to-year for additional periods of 12 months upon the same terms and conditions, unless one party notifies the other at least 30 days prior to the scheduled expiry date.

#### **Representations and Obligations of the Member**

The member hereby accepts and agrees that the information used on weblocal.ca will fully and accurately characterize the member and reflect its true identity. Furthermore, with respect to any document and other materials provided which includes the names, pictures and/or testimonies of individuals of any nature whatsoever, this agreement shall constitute a confirmation from the member that when such documents or materials are posted on weblocal.ca:

3. the member has obtained a written consent from those individuals allowing it to use their name, pictures and/or testimonies;
4. the disclosure or use of these documents or materials does not contravene any law.

Furthermore, the member agrees that all pictures, all videos and any other documents will not contain any text or pictures that are obscene, defamatory, libellous or contrary to public order. The member recognizes that weblocal.ca, without any liability of weblocal.ca towards the member, can refuse to publish or reproduce on its website any picture, video or other document which does not comply with these provisions. The member agrees that it has the right to have the pictures taken and the video or other documents made and that they do not affect the copyrights, trademarks or other intellectual property of any third party.

The member assumes full responsibility for the pictures, video and other documents and hereby agrees to indemnify weblocal.ca against any lawsuits, proceedings or claims for defamation and damages of any nature. The cancellation of this agreement does not terminate the parties' rights and obligations towards intellectual property, guaranty and limited responsibility. The liability of weblocal.ca is limited to the amount paid by the Member during the last 12 months.

#### **Terms of Use and Policy for the Protection of Confidentiality of weblocal.ca**

By accepting this agreement, the member agrees to comply with the terms of use and the privacy policy of weblocal.ca posted from time to time without notice on its website.

**Pricing Policy**

The member agrees to pay the amounts set forth in the agreement. If the member fails to pay or if a payment is late for more than 30 days, weblocal.ca may terminate the agreement without any notice and without prejudice to its other recourses. Interest will increase at the rate of 1.5 % per month (or 18 % per year) and increase on any unpaid amount until the date of payment. If, for whatever reason, payment is not honoured when due, weblocal.ca may charge management fees of \$25 per event.

Additional fees may also be claimed in the following circumstances:

- the member cancels or changes its appointment for the pictures to be taken or the video to be made less than 48 hours before the date and time previously set: fees of \$100 will be due immediately.
- the member is late, is not available or not ready for the video or pictures at the date and time set and, as a result, the shooting of the video and the pictures take more than one hour and a half in total: an additional amount of \$100 per hour will be charged.
- the member wants the video or the pictures taken at a different location than the one specified in the agreement, additional fees of \$100 may be charged if the location is situated more than 60 minutes away from the address of the member.
- the member wants the video to be shot in both languages (French and English), additional fees of \$100 will be charged.

**Termination Policy**

The member may terminate its membership at any time with a written notice. A penalty of three months will be charged if the member terminates its contract before the expiration date.

**General**

This agreement shall be interpreted and governed by the applicable laws of the Province of Québec and the applicable laws of Canada. Any claim in connection with the execution or interpretation of this agreement shall be deferred exclusively to the courts of the Province of Québec.

All guidelines stated in this document represent a whole which means that any court decision concerning one of the guidelines will not affect the validity of the rest of it.

Unless explicitly stated otherwise, any notice (written or other) or any other communication which must be made shall be done by electronic mail, by fax with a confirmation of receipt, by courier (delivery on the following day) or by mail postage prepaid first class to the following address:

Weblocal.ca  
 3575 Saint-Laurent blvd., Suite 710  
 Montréal (Québec) H2X 2T7  
 Tel. : (514) 932-5622  
 Fax : (514) 845-0740  
 Email : [sales@weblocal.ca](mailto:sales@weblocal.ca)

Signed in two (2) copies at \_\_\_\_\_ on \_\_\_\_\_ 2009

\_\_\_\_\_  
*Representative's signature*

\_\_\_\_\_  
*Customer's signature*

\_\_\_\_\_  
*Company name*