



Santa Cruz METRO
110 Vernon Street
Santa Cruz, CA 95060

TRANSIT DISPLAY AD CONTRACT

Contract Date: _____
 Product/Service: _____
 Salesperson: _____

Buyer:	
Phone:	
Company:	
Address:	
City, ST. Zip	

Billing:	
Phone:	
Company:	
Address:	
City, ST. Zip:	

Type: New - Renewal - Extension	Customer P/O #:	METRO #08-000
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METRO Payment Policy: The first month's payment is due on or before the posting date of the advertisement. Multi-month contracts are payable as above and at the beginning of each new advertising month.

Type of Display	Size of Showing	Start Date	End Date	Market	Number of Displays	Months to Bill	Cost Each	Total Item
POSTING								

ADVERTISING DELIVERY DATE: <u>1 week prior</u>	TOTAL CONTRACT	\$
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SPECIAL INSTRUCTIONS:	

This contract grants Santa Cruz METRO the authority to display and maintain the advertising specified in accordance with the conditions on the reverse side of this contract. Contract not valid without all signatures as listed below.

I have been supplied a complete copy of the Santa Cruz METRO Bus Advertising Policy. I understand that I must receive written consent approval from Santa Cruz METRO prior to production of advertising materials. _____ (INITIAL)

METRO	Advertiser:
Signature:	Buyer Signature:
General Manager	Name:
Date:	Title:

SANTA CRUZ METRO

Advertising Contract

1. The advertiser agrees to furnish advertising materials for said advertising and to deliver the same to Santa Cruz METRO (hereinafter referred to as the **TRANSIT SYSTEM**) at least ten (10) business days before the installation date, without expense to the **TRANSIT SYSTEM**. The text and illustrations on advertising copy and the materials used shall be subject to approval by the **TRANSIT SYSTEM**, to insure conformance with their Bus Advertising Policy and their decision as to acceptability shall be final and without liability. The **TRANSIT SYSTEM** may, at its option, repeat Advertiser's name, business and address in the space covered by this Contract at Advertiser's expense, or post alternative copy in the space with no liability to the Advertiser for the use of such space. Advertiser agrees that any copy it submits resembling news matter or advertisements in cartoon technique or comic strip form must carry the word "Advertisement". Advertisements must conform to standard **TRANSIT SYSTEM** sizes, specifications and format.
2. The Advertiser recognizes and understands that by execution of this Agreement, advertising space has been reserved for his/her advertising in and/or on a **TRANSIT SYSTEM** bus. In the event that the Advertiser does not deliver the necessary materials as described herein to the **TRANSIT SYSTEM** by the deadlines provided in this Contract the Advertiser will be charged for damages resulting from lost opportunities or profits as a consequence of the Advertiser breach. This charge shall not be construed as a penalty but represents only those damages which the parties acknowledge may be extremely difficult to ascertain at this time. This charge shall be in addition to other damages permitted by law.
3. All advertising must be in compliance with the Santa Cruz METRO Bus Advertising Policy.
4. Loss of display service due to failure of the Advertiser to furnish cards or posters as provided above for installation on the stated commencement date shall be borne by the Advertiser. Delays by the **TRANSIT SYSTEM** commencing display service, or the omission of cards or posters from a reasonable number of vehicles, shall not constitute a breach of the Contract, but the Advertiser shall be entitled upon either of such happenings to a pro rata credit, or at the option of the **TRANSIT SYSTEM**, to additional service or an extension of the term of the service equivalent to the delay or omission.
5. No change or addition to these stated Terms and Conditions shall be binding on the **TRANSIT SYSTEM**, and any attempt to alter these Terms shall be treated as a request only.
6. Should the Advertiser's copy be damaged, defaced, mutilated or spoiled by reason of storm, flood, strike, vandalism, ordinary wear and tear, or any other cause, or if lost or stolen, replacement copy shall be furnished by the Advertiser upon **TRANSIT SYSTEM's** request, without liability or expense to the **TRANSIT SYSTEM**.
7. The Advertiser assumes full and complete responsibility and liability for the content of all advertising copy submitted and displayed pursuant to this Contract. Advertiser shall indemnify and save harmless the **TRANSIT SYSTEM** from and against any liability costs and damages to which it may be subjected by reason of the advertising material displayed under this Contract, including, but not limited to, liability for infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, as well as reasonable costs, including attorney's fees, in defending any such action or actions.
8. The Advertiser agrees that if the **TRANSIT SYSTEM** shall cease to have the right to display advertising copy in or on any or all of the vehicles covered by this Contract, the **TRANSIT SYSTEM** shall have the right to discontinue the display service in such vehicles, without prejudice to this Contract as to the remainder, but in such case the advertiser shall be given credit pro rata for the omitted service.
9. Loss of service due to strike, lockout, fire, flood, riot or other causes beyond the control of the **TRANSIT SYSTEM** shall not constitute a breach of this Contract, but in such event Advertiser may be entitled to a pro rata credit for such loss, or an extension of the term of service equivalent to the service lost, at the option of the **TRANSIT SYSTEM**.
10. In the event the **TRANSIT SYSTEM**, or its representatives, shall disapprove any advertisement, or in the event of adverse publicity of any nature resulting from the presence of any display, the **TRANSIT SYSTEM** shall have the right to remove said advertisement. The Advertiser shall receive a pro rata credit from the date of removal of such advertisement. With respect to the advertising matter to be displayed, the **TRANSIT SYSTEM** accepts this Contract subject to all federal, state and municipal laws and regulations, as well as **TRANSIT SYSTEM** policies and procedures. In the event such advertising becomes illegal or a request is received to terminate the advertising by the advertiser, the **TRANSIT SYSTEM** reserves the right to terminate same, but there shall be no pro rata credit because of such termination. Furthermore, in the event the **TRANSIT SYSTEM** cancels any individual contract(s), Advertiser's obligation shall cease, except that Advertiser shall make payment for the pro-rata period of display of advertisement, if any.
11. If this is a renewal display agreement, it is agreed that the display shall have been considered to have been placed in service on the day immediately following the expiration of the previous display agreement.
12. If this is a new display agreement, the **TRANSIT SYSTEM** shall have the right to determine the date the copy is completed on the display and insert such date as the effective date on the face of this display agreement in the place so provided.
13. In the event the original Contract length exceeds six (6) months, Advertiser agrees to notify **TRANSIT SYSTEM** in writing no less than thirty (30) days prior to the expiration date of this display agreement if it desires to terminate this display agreement at the expiration of the above specified term. Unless Advertiser notifies the **TRANSIT SYSTEM** or the **TRANSIT SYSTEM** notifies the Advertiser of its desire to terminate, the parties agree that this display agreement shall remain in force at the rate applicable at said expiration until the Advertiser thereafter gives the **TRANSIT SYSTEM** thirty (30) days written notice or the **TRANSIT SYSTEM** thereafter gives the Advertiser written notice of its intention to terminate and then shall expire upon expiration of said notice.
14. The **TRANSIT SYSTEM** reserves the right to cancel this Contract at any time upon default by the Advertiser in payment, or other breach, or in the event of any material violation on the part of the Advertiser of any of the conditions contained herein, or if the Advertiser becomes insolvent or files an assignment for the benefit of creditors, or if any insolvency proceeding is commenced by or against Advertiser. Upon such cancellation, all advertising fees incurred hereunder, including short term rates or other charges under this Contract, which are due and unpaid, shall be immediately due and payable. The Advertiser agrees to pay for the advertising service covered by this Contract and agree to be jointly and severally liable for payment thereof, including reasonable expenses for collection, attorney's fees and court costs. The **TRANSIT SYSTEM**, at its option, may terminate this Contract or consider the entire balance of payment to be made under this Contract accelerated and immediately due and payable in case of delinquency in payment. Waiver by the **TRANSIT SYSTEM** of any specific breach or breaches of this Contract by the Advertiser shall not prejudice the rights of the **TRANSIT SYSTEM** hereunder with respect to any breach or breaches not specifically waived by the **TRANSIT SYSTEM**. In the event of any such breach or breaches, the **TRANSIT SYSTEM** shall be discharged from any obligation to further display the Advertiser's copy and in the event of suit for the collection of unpaid accounts, all costs of such suit, including reasonable attorney's fees, may be added to the monies owed. The **TRANSIT SYSTEM** shall hold the Advertiser jointly and severally liable in the event of any default of payment. Should either of the parties become bankrupt, or be delinquent in payment, the **TRANSIT SYSTEM** may proceed hereunder against the Advertiser, without relieving either party of its liability to the **TRANSIT SYSTEM**. Bills will be rendered monthly in advance dating from commencement date of Contract and Advertiser agrees to make payment upon receipt of bills. Default shall be deemed to occur whenever any monthly bills are unpaid after thirty (30) days from receipt by Advertiser of invoice.
15. Payments are subject to a late payment charge of one and one-half percent (1.5%) per month (18% per annum), or such lesser amount as permitted by law. Such charge will be added after thirty (30) days.
16. The **TRANSIT SYSTEM's** failure to display any advertisement on any particular vehicle shall be deemed immaterial, and shall not be considered a breach of this Contract. Moreover, the **TRANSIT SYSTEM** shall not be liable for any damages for any failure to display an advertisement. Advertiser's sole remedy for failure by the **TRANSIT SYSTEM** to display an advertisement shall be a pro rata refund of the cost of such advertising and under no circumstances shall the **TRANSIT SYSTEM** be liable for any consequential damages of any type, whether Advertiser's claim be based in Contract, tort, warranty, strict liability or otherwise.
17. The **TRANSIT SYSTEM** shall not be held responsible for unused cards, posters or other copy.
18. This Contract is not assignable by the Advertiser, nor may the subject of the advertising be changed.
19. Either party may cancel this Contract for any reason without prejudice after completion of any month's service by giving at least thirty (30) days written notice. If the Advertiser cancels, the Advertiser shall pay the short rate as published. If the **TRANSIT SYSTEM** cancels, the Advertiser shall immediately pay for all advertising displayed under this Agreement at the rate agreed upon for the amount of space actually used according to **TRANSIT SYSTEM's** rate schedule then in effect.
20. Advertiser will receive ninety (90) days advance notification of any change in advertising rates. Advertiser may terminate as of the effective rate change date by notification at least thirty (30) days prior thereto.
21. Any bill rendered to the Advertiser shall be conclusive as to the correctness of the items stated therein and shall constitute an account stated unless written objection is made thereto by the Advertiser and received by the **TRANSIT SYSTEM** within fifteen (15) days from its origination date. This conclusive presumption shall apply to both the specifics of the display showing and the dollar amount due.
22. Advertiser grants the **TRANSIT SYSTEM** permission to promote **TRANSIT SYSTEM's** own business through the use of Advertiser's cards, posters, displays or illustrated buses in any manner whatsoever.
23. There will be no proration of monthly display rate if a bus is damaged in a moving/traffic accident, instead additional display days will be added to the end of the Contract in lieu of lost display days, for each bus damaged and out of service for the length of the repair.
24. The **TRANSIT SYSTEM** will provide to Advertiser upon request, a log of the various routes the bus has services for a period of up to one month.
25. Delays by the **TRANSIT SYSTEM** in commencing display service shall not constitute a breach of this Contract, but the Advertiser shall be entitled to a pro rata credit, or at the option of the **TRANSIT SYSTEM**, to additional service or an extension of the term of the service equivalent to the delay or omission.
26. This Contract shall not obligate the **TRANSIT SYSTEM** in any way until it is accepted and signed by the **TRANSIT SYSTEM** representatives indicated on the front of this Contract. The parties to this Contract hereby agree to resolve all disputes arising out of and related to this display Contract pursuant to the laws of the State of California.
27. As used in this contract, the term Advertiser shall include Advertising Agency, or any other agent or licensee of Advertiser, as well as the Advertiser.
28. This instrument contains the entire agreement of the parties. No representations were made or relied upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the above terms, unless done in writing and signed by both parties.

SANTA CRUZ METRO is an equal opportunity employer.