



# INDOOR ADVERTISING AGREEMENT

Nashville

## ADVERTISING INFORMATION

Business Name: Ashland City Fire Dept  
 Contact: Stephen Jenkins  
 Address: P.O. Box 36  
 \_\_\_\_\_  
 City/State/Zip: Ashland City, TN 37015  
 Phone: 615-426-2042  
 Email: sjenkins@ashlandcitytn.gov  
 Billing Contact Name: \*\*\*  
 Billing Contact Email: \*\*\*

Client Type: Fire Dept  
 Client Status:  NEW  RENEWAL  ADD-ON

### TERMS

Start Date: 12/1/22  
 End Date: 5/31/23

### AD FORMAT

Digital:  7.5 secs  15 secs  30 secs  
 Print:  17"x11"  17"x22"  17"x33"  
 Legacy:  8.5"x11"

VENUE	M	W	C	VENUE	M	W	C
**Bars to be Picked by Social Indoor**							
**Looking for Places frequented by locals**							
Total number of guaranteed ads-54							

### NOTES

Bridgestone Arena Mens Package-\$875/month for 24 ads  
Buy 15 Bonus 15 ads in bars and restaurants-\$790/Month  
Ad Creation and Print Cost Included in Package

Advertising Charge Per/Month ..... \$ \$1,665  
 Duration of Contract ..... 6-Month  
 Ad Creation Fee ..... \$ NA  
 Posting Fee/Other ..... \$ NA  
 Total Contract Price..... \$ 9,990

## SIGNATURES & APPROVALS

The undersigned hereby acknowledges and agrees this Contract is signed and accepted subject to the terms and conditions stipulated above, which are all of the agreements and representations as to this Contract made by either party hereto.

\_\_\_\_\_  
 Merchant Signature Print Name Today's Date

\_\_\_\_\_  
 Company/Account Representative Print Name Today's Date

## TERMS AND CONDITIONS

**1. SERVICES.** a) Advertiser hereby seeks to contract with Company for the installation, display, and if needed, production of an advertisement(s) on behalf of Advertiser on those products in the Venues listed on the front side of this Agreement and/or in the addenda/exhibits attached hereto. "Products" means display units maintained for the presentation of advertisements. "Advertiser" shall mean any customer or advertising agency acting on the customer's behalf that requests the production of an advertisement and/or the advertising display services of Company. "Advertising Agency" means a representative of Advertiser with the authority to contract for or to delegate the obligation to provide advertising production and/or display services on behalf of Advertiser.

b) If requested, Company shall be responsible for the production, design, and printing of an advertisement(s) on behalf of Advertiser to be installed in accordance with the specified post date. Prior to installation, Company will submit a proposed advertisement to Advertiser for approval. Upon receipt of the proposed advertisement, Advertiser shall have five (5) business days to notify Company of its approval or disapproval. If Advertiser is providing Company with materials to be advertised or included in any advertisement, then Advertiser shall be obligated to deliver such materials to Company in sufficient quantity and within any time limits set by Company from time to time for proper installation and execution of this Agreement. Any delay in the schedule of installation or the start of services under this Agreement due to Advertiser's delay in submitting its approval or any materials shall not extend the term of this Agreement without an express written modification.

c) Company shall be responsible for installation and display of Advertiser's advertisement on or before the specified installation date on the front side of this Agreement. At its own cost, Company shall secure the advertising space in the designated Venues for the placement of Advertiser's advertisement. In the event specific Venues have not been designated, Company shall be responsible in its discretion to assign and secure the necessary Venues within Advertiser's designated Market to fulfill this Agreement and Advertiser shall have the right to disapprove of any Venue. In the event any Venue is disapproved of or Company is prevented from placing Advertiser's advertisement at any specific Venue, Company shall submit to Advertiser an alternate Venue. Any alternate Venue is presumed approved if not rejected within three (3) business days of Advertiser's receipt of the name of the alternate Venue and the new Venue shall be deemed a substitute for the unavailable Venue. The loss of any Venue, either before or after installation has been completed, shall not be deemed a breach of this Agreement. The remaining terms and conditions of this Agreement continue to be enforceable and Company shall extend the term of this Agreement to compensate for the lost advertising service.

d) Company shall have the complete and exclusive control over the method, details, and means of accomplishing the services in this Agreement, including the right to contract or delegate the performance of any required services herein. Advertiser acknowledges and agrees to Company's use of franchisees, independent contractors, and/or other third parties to effectuate its obligations under this Agreement, and recognizes that such parties are independently owned and operated companies and are not agents of Company. Company shall not be liable to Advertiser for the failure or proper performance of such parties, but Company shall be obligated to use its best efforts to remedy any such failure. Company shall be responsible for performing periodic examinations, maintenance, repair, and removal of all advertisements.

**2. TERM.** This Agreement shall be for the term stated on the front side of this Agreement, shall commence on the date this Agreement is executed, unless this Agreement is amended or terminated by written agreement signed by both parties or terminated by Company pursuant to paragraph 3 below ("Term").

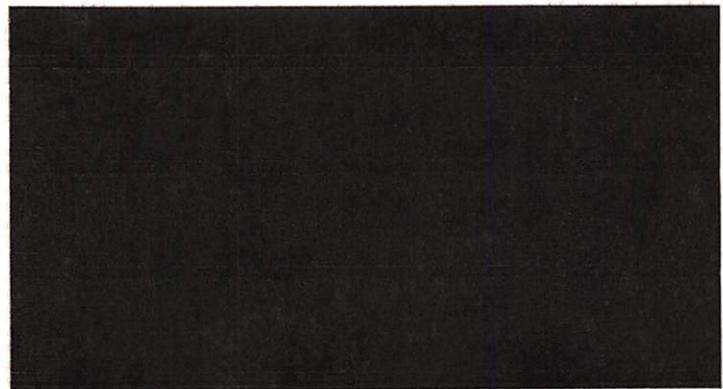
**3. TERMS OF PAYMENT.** a) Advertiser shall pay Company the agreed upon amount on the front side of this Agreement for Company's services with respect to those products and advertising spaces that Advertiser seeks to advertise upon, unless the Agreement is a barter exchange. The agreed upon amount will be charged according to the billing schedule stated on the front side of this Agreement and Advertiser agrees to make timely payment on such costs, in accordance with any Company invoices. In the event that Advertiser does not make a payment when due, a finance charge of 1.5% per month will be charged on all unpaid invoices. Further, Advertiser and Company may agree upon the use of barter in exchange for payment under this Agreement and both parties shall abide by any barter terms described on the front side of this Agreement. Advertiser hereby authorizes Company to collect any amounts owed to Company from Advertiser by electronic funds transfer and/or ACH from Advertiser's deposit or demand account(s) and Company shall have the right to deduct any past due amounts from any amounts payable or the reasonable value of any barter owed to Advertiser hereunder.

b) If any portion of the agreed upon amount is not paid when due, then Company may accelerate payments due hereunder and declare the entire amount due and payable upon giving Advertiser ten (10) calendar days notice to cure such failure to pay. If the total amount is declared immediately due, the entire unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum until the balance is paid in full. All powers and remedies given by this Agreement to Company shall, to the extent permitted by law, be deemed cumulative and not exclusive of any other power or remedy available herein to enforce the performance or observance of the terms of this Agreement. In the event it is necessary for Company to enforce any provisions of this Agreement by or through an attorney, it shall be entitled, in addition to such sums as may be due or such other relief which it may be entitled, to all attorney's fees plus court costs and other expenses of enforcement or collection.

c) Advertiser shall at all times be liable for the payment of services and costs. In the event Advertiser has appointed an Advertising Agency as its representative and the Advertising Agency signed this Agreement for the benefit of the Advertiser, then Company agrees to demand payment from the Advertising Agency for the entire balance of this Agreement. Payment by the Advertiser to the Advertising Agency shall not constitute payment of Advertiser's amounts owed under this Agreement, until such sums are remitted to Company. In the event the Advertising Agency fails to pay any amounts due hereunder, the Advertiser shall be ultimately and solely liable for all amounts owed to Company and Company shall have the right to contact Advertiser for payment.

**4. WARRANTIES AND REPRESENTATIONS.** Company makes no warranty or representation as to the effectiveness of any advertisement or the placement of such advertisement at any Venue. Advertiser warrants and represents that any and all artwork, photographs, design work, copy, logos, or any other content provided to Company does not violate any federal, state, or local laws, including without limitation, any copyright, trademark, right to privacy, libel, or fair trade practices law. Company reserves the right to display advertisements if it has created on behalf of Advertiser on Company's web site and/or use them in promotional materials, unless Advertiser expressly notifies Company in writing that Advertiser no longer approves of Company's use of its logo or trademarks.

**5. TERMINATION.** This Agreement and all obligations hereunder shall be terminated at the expiration of the term. This Agreement and all obligations of the Company hereunder may be cancelled by Company in the event (i) Advertiser fails to comply with the terms of this Agreement, including Advertiser's failure to make payments when due, or (ii) that any of the services provided by Company is not lawful, licensed or permitted. Company reserves the right to edit, reject, or refuse advertising, photographs, artwork, or copy at any time for any reason whatsoever. Advertiser may terminate this Agreement prior to the end of the then current term, provided Advertiser gives Company sixty (60) days advanced notice and pays Company a cancellation fee as follows: 15% of the gross monthly revenue as expressed in this Agreement times the number of months remaining in the then current term of this Agreement. In the event this Agreement is based on barter and Advertiser terminates prior to the end of the then current term, the cancellation fee shall be based on the value of the barter according to Company's current rate card and Advertiser shall pay 15% of this gross monthly revenue amount times the number of months remaining in the then current term. Advertiser hereby authorizes Company to collect the cancellation fee from Advertiser by electronic funds transfer and/or ACH from Advertiser's deposit or demand account(s) and Company shall have the right to deduct the cancellation fee from any amounts payable or barter owed to Advertiser hereunder. In addition, if Advertiser is at any time in breach of this Agreement, Company shall have the right to remove any and all Advertiser's advertisements on Company's products and such removal shall not constitute a breach of this Agreement by Company, nor entitle Advertiser to reduce or abate the agreed upon amount or delay payments to Company.



**7. NON-COMPETITION.** Advertiser agrees not to compete directly or indirectly with Company in advertising that utilizes the Products in any Venue secured by Company in accordance with this Agreement for so long as this Agreement is in effect and continuing for one year following expiration of this Agreement ("Non-Compete Period"), including but not limited to rendering services or becoming associated with any Venue secured for this Agreement for the production or placement of Indoor Print and LCD advertising. During the Non-Compete Period, Advertiser will not install or attempt to install any indoor print frames or liquid crystal displays, advertisements, or any other competing advertising medium within the Venues secured herein, including but not limited to in-house promotions for a Venue. Advertiser understands and agrees that Company's obligation to secure Venues and advertising space to display Advertiser's advertisement constitutes independent and sufficient consideration for this non-competition provision. Advertiser agrees the terms in this provision are fair, reasonable, and reasonably required for the protection of Company's business interests.

**8. COMPANY'S LIMITED LIABILITY TO ADVERTISER.** a) Company shall use reasonable efforts to comply with all applicable laws and regulations, and to obtain necessary licenses, permits or registrations to conduct its business. b) Company will use ordinary care in providing advertising services, including ordinary care in the creation and placement of advertisements. In addition, Company will, at its expense, correct any errors that are due solely to Company's personnel. However, the expense of correcting such errors incurred by Company shall be the only responsibility of Company occasioned by its performance or non-performance of its obligations under this Agreement, and Advertiser agrees to accept the correction of errors by Company as its sole and exclusive remedy. c) EXCEPT AS PROVIDED IN THIS PARAGRAPH 8, ADVERTISER UNDERSTANDS AND AGREES THAT COMPANY MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF ANY PRODUCTS, THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR THEIR ABILITY TO BE LICENSED, PERMITTED OR REGISTERED TO PROVIDE THE SERVICES TO BE RENDERED TO ADVERTISER HEREUNDER. COMPANY SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE FOR ANY LOST PROFITS OR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ADDITIONAL, OR PUNITIVE DAMAGES OF ADVERTISER, OR ANY OTHER LIABILITY ARISING OUT OF A BREACH OF THIS AGREEMENT.

**9. ASSIGNMENT.** This Agreement may be assigned by Company but not by Advertiser without Company's prior written consent. Company reserves the right, in its sole discretion, to delegate or assign to third parties the performance of Company's obligations to Advertiser. In the event of any such delegation, the provisions of this Agreement applying to Company shall apply equally to such third party in the performance of such obligations including, but not limited to, the limited liability, indemnification, and force majeure provisions hereof.

**10. FORCE MAJEURE.** Neither party shall be considered in default in the performance of its obligation should its performance thereof be delayed or prevented by force majeure. "Force majeure" shall include, but shall not be limited to, hostilities, revolution, riots, strikes, epidemic, accident, fire, flood, earthquake, wind storm, explosion, lack of or failure of transportation facilities or power facilities, regulations or ordinance, any act or requirement of any governmental or governmental agency having or claiming to have jurisdiction over the subject matter of this Agreement or the parties, any act of God, or any cause, which is reasonably beyond the control and without the fault or negligence of the parties.

**11. RELATIONSHIP OF PARTIES.** It is not the intention or the purpose of this Agreement nor shall any provision herein create nor shall the same be construed as creating any type of partnership or joint venture of the parties hereto. This Agreement shall not be construed to provide for or communicate that Company has or is attempting to acquire any financial interest, direct or indirect, in Advertiser, Advertiser's business, or Advertiser's representative Agency, if one exists. Company shall not be deemed to be a representative of Advertiser for any purpose whatsoever except those expressly stated herein. An Advertising Agency may represent and warrant that it is authorized to sign this Agreement and place advertising on behalf of an Advertiser named on the front side of this Agreement and the Advertising Agency may deduct the industry standard Agency commission (currently 15%) upon payment to Company for services subsequently performed by Company. Advertiser may change its representative Agency, upon notice to Company, and the successive Agency shall be entitled to any commissions from the performance of Company's services.

**12. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto. This Agreement supersedes all prior communications, representations, terms, conditions or agreements, oral or written, between the parties and no waiver or modification to this Agreement shall be effective unless it is in writing, signed by the parties. This Agreement may be executed in one or more counterparts, which counterparts shall together constitute one and the same instrument.

**13. NOTICES.** Any notices to be given under this Agreement shall be deemed adequate if given in writing and sent by certified or registered international mail, by recognized air courier, or by facsimile transmittal at a fax number known to be maintained by the party to whom notice is to be given, coupled with a copy of the fax confirmation sheet. Notice shall be deemed given when it is received.

**14. MISCELLANEOUS.** This Agreement shall bind and inure to the benefit of each of the parties and their successors, representatives, and heirs. The person signing this Agreement on the Advertiser's behalf has the authority to bind the Advertiser to this Agreement. This Agreement shall be deemed to have been made in the State of Minnesota and shall be governed and interpreted in accordance with its laws, which laws shall prevail in the event of any conflict of law. If any part of this Agreement is held invalid or unlawful by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.