

CONTRACT FOR TRANSIT ADVERTISING

(MEMBER OF AAAA)

- Bus Interior
- Bus Exterior
- Subway Interior
- Subway Platform
- Commuter Interior
- Commuter Platform
- Taxi
- Shelter
- Airport
- Other

TRANSIT CONTRACT NO. _____ DATE _____

ADVERTISER _____

PRODUCT _____

TO:

SHIPPING ADDRESS:

SHIPPING QUANTITY

STATE AND MARKET	SIZE SHOWING	NO. OF DISPLAYS	TYPE OF DISPLAY	SIZE (HEIGHT & WIDTH)	STARTING DATE	NO. OF MONTHS	COST PER MONTH	TOTAL COST

YEAR

Dates	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
Ordered												

SPECIAL INSTRUCTIONS

THIS IS YOUR AUTHORITY TO DISPLAY AND MAINTAIN THE SHOWING SPECIFIED ABOVE IN ACCORDANCE WITH THE CONDITIONS ON THE REVERSE SIDE OF THIS CONTRACT.

ACCEPTED AND AGREED TO BY:

COMPANY NAME _____ AGENCY NAME _____

BY _____ DATE _____ BY _____ DATE _____

CONDITIONS

The advertising agency (hereinafter called the "Agency") placing advertising on behalf of the advertiser named on the face of this contract hereinafter called "the Advertiser") and the Transit Advertising Company (hereinafter called "the Company") accepting this contract hereby agree that this contract shall be governed by the following conditions:

1. ADVERTISING SERVICE

A. The Company shall install the advertising displays furnished by the Agency on the locations and dates scheduled on the face of this contract. The Company agrees to maintain the displays in good condition and promptly replace soiled or defaced displays with extra material furnished for that purpose. The Advertisers should have full displays thirty (30) days from average date of installation.

B. Installation should be completed within five (5) working days following scheduled carding or posting date.

C. The Agency is entitled to a change of display material once every thirty (30) days without charge on scheduled dates.

2. ADVERTISING DISPLAY MATERIALS

A. The Agency will provide advertising display materials at places designated by the Company, shipping charges prepaid, at least twenty (20) calendar days prior to installation date. The Company will notify the Agency immediately if materials are not received by that time.

B. Any advertising display material (used or unused) will be disposed of by the Company upon completion of the schedule called for in this contract, unless written instructions to do otherwise are received from the Agency.

C. The Company and any third party that controls the display locations shall have the right to reject any advertising material submitted by the Agency. If such rejection is unreasonable, arbitrary, or capricious, the Agency shall have no obligation to pay for the service for which the rejected material was submitted and shall have the right to terminate this contract in whole or part.

D. The Company shall not make any alteration in advertising materials without the written consent of the Agency.

3. TERMS OF PAYMENT

A. Unless otherwise set forth by the Agency on the face of this contract, the Company agrees to hold the Agency solely liable for payment to the extent proceeds have cleared from the Advertiser to the Agency for advertising displayed in accordance with this contract. For sums owing but not cleared to the Agency, the Company agrees to hold the Advertiser solely liable.

B. Invoices for service shall be rendered monthly within fifteen (15) days of all scheduled displays. Upon request, an affidavit of service and/or carding list shall be furnished.

C. PHOTO REQUIREMENTS: Within five (5) days of completion of initial posting or copy changes, Company will send the initial completion report(s) to Agency giving date of completion. Completion notice forms will be provided by Agency together with posting instructions. Company shall provide one (1) unaltered, unretouched 3 1/2" x 5" color print (close-up) and one unaltered, unretouched approach photo of each individual bulletin upon completion of each posting. Company shall provide one unaltered, unretouched 3 1/2" x 5" color print (close-up) for each poster/transit/other format upon completion of posting. Each bulletin/poster photo must be labeled with the unit # and location description. Digital photos are acceptable unless otherwise noted.

4. RATES

A. All rates and adjustments shall be computed on the basis of thirty (30) days to the month.

B. The Company represents that all of its rates are published and that the rates specified in this contract (including discounts under any plan of continuity, frequency, or quantity) are the lowest rates at which any agency or advertiser may contract for like service at the time this contract is entered into.

C. For the purpose of computing the applicable discount, the service ordered under this contract shall be combined with the service ordered under any other contract or contracts for any other products or services of the Advertiser and its affiliates. Affiliates include the Advertiser's subsidiaries, parent company, and subsidiaries of the parent company.

5. CANCELLATION AND LOSS OF SERVICE

A. This contract may be cancelled by either party upon sixty (60) days written notice, including Sundays and holidays, in advance of any scheduled installation date.

B. In the event of such cancellation by the Agency, the Agency shall pay the Company a short rate charge equal to the difference between the rate earned under this contract and the rate applicable to the service used, determined in accordance with the rate card on which this contract is based and paragraph 4 of this contract.

C. If the advertising or sale of the product or service to be advertised under this contract is prohibited by law or government regulation, this contract shall terminate as of the effective date of such law or regulation without short rate charge.

D. If there is any delay or failure by the Company to perform hereunder as the result of force majeure, labor dispute, law, governmental action or order (including termination of transit franchise), or any other similar or dissimilar cause beyond the Company's reasonable control, the Company shall immediately notify the agency. This shall not constitute a breach of contract, but the Agency shall be entitled, at its election, to either an extension of service, additional service, or credit, all on a pro rata basis.

6. GENERAL

A. The Company shall retain exclusive control and supervision over the installation, maintenance, and removal of the advertising displays and over the locations on which they are displayed and shall pay all taxes, except sales and use taxes, that may be applicable to the ownership or control of such locations or the display of advertising materials thereon.

B. The Company agrees to hold the Agency and the Advertiser harmless against all liability, including all claims, demands, debts, obligations, or charges, together with reasonable attorney's fees and disbursements (all hereinafter referred to as liability), arising out of the installation, maintenance, or removal of advertising displays, including all such liability arising out of the Company's failure to remove displays within five (5) working days after expiration of this contract except to the extent that such failure results from force majeure as defined in paragraph 5D. The Agency similarly agrees to hold company, transit advertising operator, and transit company harmless against all liability arising out of the content of the advertising material furnished by the Agency.

COPYRIGHT NOTICE

Any AAAA member is authorized to use the copyrighted form. Non-member agencies are permitted to use the form without the "Member of AAAA" imprint and with a disclaimer on the front that says they are non-members.