

**CONTRACT FOR PLACE-BASED MEDIA****(MEMBER OF AAAA)**

Advertiser \_\_\_\_\_

Date \_\_\_\_\_

Product \_\_\_\_\_

Contract # \_\_\_\_\_

CONTRACT MAILING ADDRESS	MATERIALS SHIPPING ADDRESS
	MATERIALS TO BE SHIPPED:
	MATERIALS DUE DATE:

**NON-ELECTRIC FORMATS****ELECTRIC FORMATS**

VENUE	FORMAT	VENUE	FORMAT
AIRPORTS		AIRPORTS	
COLLEGE CAMPUS		COLLEGE CAMPUS	
CINEMAS/THEATRES		CINEMAS/THEATRES	
CONVENIENCE STORES		CONVENIENCE STORES	
IN-STORE		IN-STORE	
SHOPPING MALLS		SHOPPING MALLS	
SPORTING ARENAS		SPORTING ARENAS	
WALLBOARDS			
OTHER		OTHER	

MARKET LOCATION AND/OR VENUE DESCRIPTION	NO. AND SIZE OF DISPLAYS OR NO. AND LENGTH OF SPOTS	CYCLES OR FLIGHT DATES	<input type="checkbox"/> MO <input type="checkbox"/> QTR <input type="checkbox"/> YR	
			GROSS (\$)	NET (\$)

**SPECIAL INSTRUCTIONS:**


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THIS IS YOUR AUTHORITY TO DISPLAY AND MAINTAIN THE ADVERTISING SPECIFIED ABOVE IN ACCORDANCE WITH THE  
CONDITIONS ON THE BACK OF THIS CONTRACT.

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ACCEPTED AND AGREED TO BY:

COMPANY NAME

AGENCY NAME

 AUTHORIZED SIGNATURE  
 DATE

 AUTHORIZED SIGNATURE  
 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 Media Vendor (hereinafter called "the Company") accepting this contract hereby agree that this contract shall be governed by the following conditions.

### 1.0 AGENCY/ADVERTISER RESPONSIBILITIES

**1.1 Delivery of Materials.** The Agency/Advertiser will deliver acceptable materials to the Company in sufficient time for proper execution of display(s) and/or commercial(s).

**1.2 Special Production Charges.** The Agency/Advertiser will not be charged for any production charges or duping charges not stipulated on the front of this contract or any attached addendum.

**1.3 Material Ownership.** Materials/tapes are the property of the Advertiser and may not be destroyed without consent of Agency and Advertiser.

**1.4 Relationship of Parties.** The Agency represents and warrants that it is authorized to place advertising on behalf of the Advertiser named on the face hereof. The Advertiser may, upon notice to the Company, change its Agency, and the Successor Agency shall be entitled to commissions on billings for services thereafter performed by the Company hereunder.

### 2.0 OBLIGATIONS OF COMPANY

**2.1 Reproduction Quality.** All designs, commercials or soundtracks will be faithfully reproduced. The Company will not make any modifications without the prior written consent of the Agency/Advertiser.

**2.2 Installation and Maintenance.** The Company shall install display(s) or run commercial(s) per dates agreed to on face of contract. The Company agrees to maintain the advertising in good condition throughout the duration of contract flight period.

**2.3 Proof of Performance.** After completion of installation, the Agency will be notified by fax or phone by the Company. The Company will furnish proof of performance as instructed by the Agency/Advertiser.

**2.4 Representation.** The Company represents and warrants that it is the sole supplier of service provided.

### 3.0 TERMS OF PAYMENT

**3.1 Liability.** 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.

**3.2 Invoices.** Invoices shall be rendered within 15 days of scheduled flight dates per the face of this contract. Company must submit a copy of the proof of performance materials to Agency along with the invoice in order for payment to be made.

**3.3 Rates.** All rates and adjustments are to be computed on the basis of thirty (30) days to the month unless otherwise stipulated on the face of this contract.

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

**3.5 Guarantees.** All CPM based billing is subject to guarantees stipulated on the front of this contract or addendum to this contract.

**3.6 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.

### 4.0 GENERAL

**4.1 Cancellation, Loss of Service and Failure to Telecast.** The acceptance of this order shall constitute a contract which is cancelable with sixty (60) days prior notice including Saturdays and Sundays, in advance of the initial start date without penalty to Agency/Advertiser.

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.

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 any other similar 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.

If there is any delay or failure by the Company to perform hereunder for any reason within the Company's control, the Company shall immediately notify the Agency. The Agency, at their sole discretion, shall be entitled to a makegood or a credit or option to cancel.

**4.2 Indemnification.** The Company shall hold the Agency and the Advertiser harmless against all claims, demands, debts, obligations, or charges, together with reasonable attorneys' fees and disbursements (all hereinafter referred to as "liability"), arising out of the installation, maintenance or removal of advertising copy, including all such liability arising out of the Company's failure to remove advertising copy within thirty (30) days after the expiration of this contract provided (i) such removal is requested by the Agency and (ii) such failure is not due to force majeure as set forth in Paragraph 4.1. The Agency similarly agrees to hold the Company harmless against all liability arising out of the content of the advertising copy furnished by the Agency.

**4.3 Entire Agreement.** This contract (and the applicable proposal) contains the entire understanding between the parties and cannot be changed or terminated orally. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder shall be in writing, given only by fax or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

### 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.