

CITY OF BISBEE
“BISBEE BUS” ADVERTISING AGREEMENT
ADVERTISING AGREEMENT NO. 07-_____

This Bisbee Bus Advertising Agreement (hereinafter referred to as “Agreement”) is entered into on this ____ day of _____, 2007, by and between the City of Bisbee, Arizona, a municipal corporation (hereinafter referred to as “City”) and _____, of _____, (hereinafter referred to as “Advertiser”).

BACKGROUND AND INTENT

Whereas, the City of Bisbee manages and operates the Bisbee Bus, a public transportation system, for the purpose of transporting persons in and around Bisbee and Naco; and

Whereas, Bisbee Bus busses provide an opportunity for advertising displays designed to reach and inform the general public regarding activities and items of local interest and information; and

Whereas, the intent of this agreement is to provide advertising opportunities to businesses and the advertising community who choose to participate and display advertisements on specified locations on the Bisbee Bus busses; and

Whereas, it is in the best interest of the City to offer for sale to the business and advertising community, advertising space on Bisbee Bus busses for the purpose of conveying information to the public at large, with the intent of not underbidding or providing inequitable competition with other local sources of advertising interests.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

- 1. PAYMENT AND LOCATIONS FOR ADVERTISING SPACE:** As described within this agreement, Advertiser agrees to submit payment, to City, for advertisement space on Bisbee Bus busses at the monthly rates specified in Exhibit “A” of this agreement.

- 2. ADVERTISING AVAILABILITY:** An Advertiser may purchase ad space for advertisements on any or all transit busses. Potential Advertiser will be able to select a particular ad space on each bus, if available, as listed in Exhibit “A” along with the duration of each advertisement. Bisbee Bus will maintain a listing of available advertising space on each bus in its fleet, to include expiration dates of existing advertisements.

“BISBEE BUS” ADVERTISING AGREEMENT

- 3. ADVERTISING PERIOD:** A minimum of a three (3) month showing is required. Payment for the minimum three-month period must be made in full by the posting date. For showings of more than three months, the Advertiser will be invoiced monthly in advance of each remaining months. All copy and illustrations are subject to the approval of Bisbee Bus. All agreements are subject to the terms and conditions of advertising service listed on the “Bisbee Bus Advertising Agreement.” All rates are NET rates.
- 4. CALCULATION OF PAYMENT:** Advertiser has requested and agrees to pay City for specific advertising space as listed and calculated in Exhibit “A.” Advertiser agrees to abide by terms and conditions listed in said Exhibit “A,” and contained herein.
- 5. INITIAL MINIMUM PAYMENT:** Advertiser agrees to pay City a minimum of three (3) months advertising fee as determined from schedules in Exhibit “A.” New advertisement accounts must prepay the minimum of three (3) months duration of advertising service before advertisements will be placed on busses. Subsequent payments may be billed to the Advertiser by the City in monthly increments or as otherwise agreed.
- 6. RIGHT TO REFUSE UNACCEPTABLE ADVERTISING:** The purpose of this advertising program is to maximize the revenues of the City’s bus system and not to create a public forum for the public discussion of political or controversial issues. The City will not accept advertising that directly or indirectly supports or opposes a particular candidate, political cause or issue or that advocates or opposes a particular religion or religious belief. Acceptable advertising will be limited to that which proposes, directly or indirectly, a legal, commercial transaction that, in the sole discretion of the City, will reflect favorably upon the City’s bus system, its riders and the long term use of this advertising space for the generation of revenues. This advertising may include the promotion of the City and surrounding areas as destinations for tourists or future development.

The City reserves the right to refuse any advertising that does not conform to the detail, instructions and guidelines set forth in the Technical Specifications as provided by the City and to any applicable requirements of the Federal Transit Administration, the Arizona Department of Transportation and any other governmental agency with authority to regulate this usage. The City reserves the right to refuse advertising that is not presented to the City at least three business days before the requested start date. The City may, at its sole discretion, refuse to place

“BISBEE BUS” ADVERTISING AGREEMENT

and install other advertising that it deems to be inappropriate considering the purpose and intent of this advertising program.

- 7. ADVERTISING MEDIA AND INSTALLATION:** The Advertiser is responsible for providing graphic “advertising concepts” of their own design to the City for approval. Once the City approves the advertising concept, the advertiser shall contact a vendor to convert the approved “advertising concept” onto the “media” which meets the requirements specified in Exhibit “B”. Once the approved advertisement media has been received by the City, the City will install the advertisement media onto the Transit Vehicle(s) and provide maintenance for the media for the duration of the agreement or the life of the media, whichever is shorter.
- 8. TRUTH IN ADVERTISING/INDEMNIFICATION FOR LIABILITY:** Advertiser is solely responsible for any legal liability arising out of or relating to the Advertisement, and/or such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify City and to hold City harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by City, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.
- 9. LIMITATION ON DAMAGES:** In no event will City be liable to Advertiser for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not City has been advised of the possibility of such damage.
- 10. ASSIGNMENT:** Advertiser may not assign this Agreement, in whole or in part, without City's written consent. Any attempt to assign this Agreement without such consent will result in this Agreement being null and void.
- 11. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 12. ENTIRE AGREEMENT:** This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, provided that all pricing will be governed by City's Rate Card, whether printed on paper or electronically. The terms and conditions of this Agreement shall prevail over any contrary or inconsistent terms in any

“BISBEE BUS” ADVERTISING AGREEMENT

purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

- 13. CANCELLATION:** The City shall have the right to cancel this agreement by providing five (5) days written notice for any breach of this agreement by Advertiser. In addition, this agreement shall immediately terminate and both parties shall be relieved from any and all further obligations hereunder as set forth in other provisions of this agreement or in the event a court of competent jurisdiction declares this agreement invalid.

“BISBEE BUS” ADVERTISING AGREEMENT

The following Exhibits are attached to the Bisbee Bus Advertising Agreement and by reference the most current copy is made a part hereof.

- Exhibit “A”: Advertising Fee Schedule
- Exhibit “B”: Advertising Media Specification
- Exhibit “C”: Advertising Listing

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last of the individuals to sign.

City of Bisbee

Advertiser

John Charley, Community Development
Director

Printed Name

(Advertiser Authorized Agent)

Date _____

Date _____

Approved As to Form
Signature

John MacKinnon
City Attorney

EXHIBIT "B"
 Exhibit "A"
 Bus Advertising Fee Schedule

Bus Numbers	Window Width	Window Height	Quantity Available	Side	Window from front	Cost per Month
905/907	29	30	4	Curb		60
	29	30	4	Street		50
	17	39	1	Street	5	25
	57	20	1	Back		50
These vehicles are in service 6 days per week						



Street Side View



Curb Side View



Rear View

EXHIBIT "B"

Flexible Perforated Vinyl Advertising Media Exterior Mount Product Specifications

Removable Adhesive

Black/White flexible 8-mil vinyl film with removable acrylic pressure-sensitive adhesive.

APPLICATIONS:	Transit Bus Windows, glass and other transparent surfaces
Makeup:	Black/White PVC with pressure-sensitive adhesive coating and release liner.
Open Area:	Approximately 50%
Vinyl Thickness:	.008" (.2mm)
Release Liner Thickness:	.007" (.17mm)
Adhesive Thickness:	.001" (.02mm)
Perforation Size:	.060" (1.5mm)
Dimensional Stability:	Good
Minimum Application Temperature:	40° F (4° C)
Service Temperature Range:	0° F to 140° F (-17° C to 60° C)
Expected Lifetime Exterior:	Two to three years. Six months for clean removal. Adhesion may increase with time.
Water Resistance:	Very good. If exposed to rain, printed image should be laminated.
Humidity Resistance:	Fair
Solvent Resistance:	Good
Storage Stability:	One-year shelf life when stored at 70° F (21° C) and 50% relative humidity.
Colors Available:	White print side and black adhesive side.
Printing:	Standard vinyl inks recommended. Print on the white side, not on the release liner.
Installation:	Apply to clean, dry glass surface. Use plain soap and water, rinse and dry glass well. Do not use ammonia or other solvent-based glass cleaners prior to application.
Removal:	Remove by peeling from surface. Remove adhesive residue on older installations, if necessary.

EXHIBIT "C"

Advertising Listing

BUS NUMBER	WINDOW LOCATION	MONTHLY COST	YEARLY COST

Total Cost for 12 months of advertising is \$_____.