



Borough of Quakertown
Digital Advertising Contract – Route 309 Gateway Signs

PLEASE PRINT ALL INFORMATION CLEARLY

Advertiser Contact Name:		
Advertiser Company Name:		
Advertiser Address:		
City:	State:	Zip:
Advertiser Contact Email:		
Advertiser EIN Number:	Advertiser Contact Phone:	Other Phone:

EVENT DETAILS

Event Date:	Advertising Date:	<input type="checkbox"/> Seeking 501(c)(3) spot
Event Description:		

PRICING

<input type="checkbox"/> 1 Day \$100.00	<input type="checkbox"/> 1 Week \$300.00	<input type="checkbox"/> 2 Weeks \$275.00 each week	<input type="checkbox"/> 3 Weeks \$250.00 each week	<input type="checkbox"/> 4 Weeks \$225.00 each week
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PLEASE INDICATE HOW YOU WOULD LIKE YOUR MESSAGE

Please print one character (letter, number, punctuation mark or space) PER SPACE (maximum 20 characters per line, 4 line maximum).

EXAMPLE

S	O	U	N	D	S		O	F		S	U	M	M	E	R				
C	O	N	C	E	R	T		S	E	R	I	E	S		T	I	X		
N	O	W		A	V	A	I	L	A	B	L	E		O	N	L	I	N	E
A	T		Q	U	A	K	E	R	T	O	W	N	.	O	R	G			

Message will automatically center

_____ **ADVERTISING SERVICES.** By their signatures on this Contract, the person/entity seeking advertising space (hereinafter referred to as "Advertiser") and the Borough of Quakertown (hereafter referred to as "Borough") agree that the Borough shall provide the advertising services specified in this Digital Advertising Contract (hereinafter referred to as the "Contract") in return for the payments specified and upon the terms and conditions set forth in this Contract.

The parties agree that the advertising displays produced by the Borough, used for the advertising services are the property of, and shall at all times remain in exclusive possession and control of the Borough. Advertiser acknowledges that no one other than those persons authorized by the Borough may enter upon or have access to the outdoor advertising sign structure(s) described in and covered by this Contract (hereinafter referred to as the "Sign").

As part of our mission to better serve the community, the Borough of Quakertown provides every month, without charge, **one (1) spot in the standard display rotation on the Sign for a period of seven (7) days** to not-for-profit, 501(c)(3) organizations that work to raise awareness, and expand and/or enhance such organizations' service reach. THESE FREE SPOTS ARE PROVIDED ON A FIRST COME, FIRST SERVE BASIS AT THE SOLE DISCRETION OF THE BOROUGH.

_____ **TERM.** The term of this Contract shall be multiples of one (1) to four (4) seven (7) day periods, as chosen by Advertiser on the first page of this Contract, beginning on the day Advertiser's advertising copy is first displayed on the Sign. The Borough agrees to display Advertiser's advertising copy in **one (1) spot in the standard rotation** for the term of this Contract. An additional term may be acquired by submitting a new Digital Advertising Contract to the Borough for such additional term.

If spots are available, Advertiser can seek to have a one (1) day term, as chosen by Advertiser on the first page of this Contract, beginning on the day and time Advertiser's advertising copy is first displayed on the Sign and ending twenty-four (24) hours later. The Borough agrees to display Advertiser's advertising copy in **one (1) spot in the standard rotation** during this term.

_____ **LANGUAGE.** Advertiser agrees to provide the Borough with approved language a minimum of **ten (10) days prior to the Advertising Date listed on the first page of this Contract.** Advertiser will provide all materials that are required for display of the advertising copy in accordance with the Borough's policies in effect at that time, including without limitation the manner of transmission to the Borough. The Borough will not be required to display any advertising copy that is not received in accordance with such policies. Any and all changes to the language of the advertising copy proposed by Advertiser must be made in writing to the Borough and must be received at least 48 hours prior to the Advertising Date. Advertiser is required to physically proof its own language before submission to the Borough. The Borough will not proof the submitted advertising copy and is not responsible for the language of the advertising copy displayed on the Sign.

_____ **COPY APPROVAL.** The Borough reserves the right at any time to refuse, withdraw, or remove from display on the Sign any advertising copy, which, in the Borough's sole opinion, is demeaning, racist, sexist, offensive, profane, obscene, pornographic, threatening, or violent; contains fighting words; or incites the reader to imminent lawless action. Advertiser acknowledges that all advertising copy, designs, and artwork developed by the Borough are the exclusive property of the Borough for all purposes and may be copyrighted by the Borough, and will not be copied, reproduced, or released to other parties without prior written approval by the Borough.

_____ **INDEMNIFICATION.** Advertiser agrees to indemnify, defend, and hold harmless the Borough and its elected and appointed officials, employees, agents, contractors, and professionals and their respective agents and employees from any and all causes of action, claims, losses, actions, damages, royalties, awards, verdicts, judgments, settlements, or expenses of any and every kind whatsoever, including, without limitation, attorney's fees, court costs, and other litigation expenses, which may arise or result, in any way, from the character, content, or subject matter of any advertising copy displayed pursuant to this Contract, including, but not limited to claims or allegations that the use of any name, picture, or other

material in any advertising copy displayed under this Contract is illegal, unauthorized, or damaging in any way to any person, business, organization, association, governmental body, or other entity.

IN SERVICE DATE/PAYMENTS. Advertiser shall submit the payment specified on page 1 of this Contract in conjunction with submitting this Contract for approval to the Borough. The Borough will not cash or deposit the payment until after it has reviewed and approved this Contract. Proposed Contracts that are submitted without the appropriate payment shall not be reviewed or considered and shall be automatically considered incomplete and rejected. Advertiser agrees that failure to make payment according to the terms and conditions of this Contract shall constitute a material breach of this Contract. See *Breach* for additional terms.

BREACH. Advertiser agrees that failure to make payment according to the terms and conditions of this Contract shall constitute a material breach of this Contract. In addition, Advertiser breaches this Contract whenever it fails to comply with any of the requirements and obligations of this Contract. Upon breach, the Borough shall have the option to immediately, or at any later time, if the breach has not been cured to the Borough's satisfaction, terminate this Contract and immediately remove any advertising copy being displayed upon the Sign, all options being at the Borough's sole discretion. It is further agreed that any delay or failure by the Borough to act upon any breach of this Contract by Advertiser shall in no event be considered as a waiver of such right by the Borough or prohibit the Borough to act upon a future and/or additional breach of the Contract by Advertiser. Advertiser agrees to pay all reasonable collection expenses, attorney fees, and court costs incurred by the Borough for the collection of any amounts due and payable to the Borough, whether a result of breach or otherwise.

OUT OF SERVICE. Acceptance of this Contract by the Borough will be subject to the prior availability of the Sign. If the Sign specified in this Contract becomes unavailable for any reason during the term of this Contract, it may be replaced, at the Borough's sole discretion, by another sign in the same or different location of equal advertising value, or at the Borough's option, this Contract may immediately be terminated and/or cancelled without further liability to Advertiser. In the event the Sign covered by this Contract becomes unavailable, either temporarily or permanently, Advertiser agrees to accept, as compensation for the loss in advertising service, an extension of the Contract term beyond the termination date for a period of time equal to or greater than the period of time that advertising service was lost and/or a service credit, at the Borough's sole discretion. Advertiser agrees that any alleged loss of business or business revenue associated to or related with the period of unavailable advertising service is wholly speculative and, as such, Advertiser hereby agrees to waive any claims, suits, or causes of action against the Borough for said loss of advertising service.

Advertiser agrees and acknowledges that on certain dates of Borough events, all current advertising copy for the Sign will be removed and replaced by the Borough, at the Borough's sole discretion, for the sole purpose of advertising said Borough event. In addition, the Borough has the right to remove and replace all advertising on the Sign, at the Borough's sole discretion, for the sole purpose of providing communications during times of natural disasters, catastrophes, and other public emergencies. The term of this Contract will not run during the times the Borough has exercised its rights under this provision to remove Advertiser's advertising copy.

NON-LIABILITY OF BOROUGH. The Borough shall not be liable for any failure or delay in the performance of its obligations under this Contract when due to natural or man-made disasters, fire, weather events, governmental restrictions, strikes, lockouts, acts of God, court orders, terrorist attacks, war, or any similar act, event, or thing beyond the Borough's control.

TECHNOLOGY CHANGE. The Borough reserves the right at any time during the term of this Contract to convert the Sign from its present technology to any other outdoor advertising technology and to terminate this Contract upon ten (10) days advance written notice to Advertiser. In such event, Advertiser will be given a first right of refusal to enter into a new Digital Sign Contract for the Sign at the new market rate based upon the converted technology.

_____ **HOLD HARMLESS.** The Borough agrees to hold Advertiser harmless from any and all claims or demands on account of physical bodily injury or physical property damage caused by or resulting from the physical structure of the Sign, including the place or manner of installation and maintenance of the same, and agrees to carry, at its own cost and expense, adequate public liability insurance covering all such contingencies so long as this Contract shall remain in effect.

_____ **ACCEPTANCE OF CONTRACT.** The execution of this Contract by Advertiser shall constitute an offer to the Borough. The Borough will not consider the offer complete until such time as Advertiser tenders the required payment. Advertiser's execution and/or submission of this Contract shall not act as a hold on or reservation of any advertising sign space or time on the Sign. This Contract shall be deemed to have been executed and its terms and conditions enforceable only upon the written acceptance of the Contract by an officer of the Borough. Advertiser acknowledges that the representative receiving this Contract is not authorized by the Borough to accept, approve, or execute this Contract or otherwise bind the Borough. Following execution by the Borough, this Contract shall be binding upon and shall inure to the benefit of the parties and to their respective heirs, successors, administrators, and permitted assigns.

_____ **DISPUTES.** This Contract has been entered into and executed within the Commonwealth of Pennsylvania. This Contract shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and the Ordinances of Quakertown Borough. All the parties to this Contract hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Bucks County, Pennsylvania regarding any dispute arising out of or in connection with this Contract.

_____ **ENTIRE CONTRACT.** Neither party shall be bound by any promise or representation, expressed or implied, not specifically contained in this Contract. Advertiser acknowledges that no representations, agreements, or promises whatsoever have been made to Advertiser other than those specifically stated in this Contract. The parties agree that this Contract, contains all of the agreements between the parties with respect to the subject matter hereof and that there are no other agreements or representations made by either of them. This Contract sets forth the entire understanding between the parties and any representations, oral or written, not contained therein, are without effect. This Contract is the final and complete agreement between the parties and shall not be modified, amended, or terminated except by a written agreement executed by both the parties. As such, this Contract cannot be modified, supplemented, explained, or waived by parole evidence, the course of dealing, nor in any other similar way. The person signing this Contract, on behalf of the respective party, represents and warrants that he/she has full authority to do so.

_____ **ASSIGNMENT.** Advertiser shall not assign this Contract, in whole or any part, to any person or entity without the prior written consent of the Borough. Any attempted assignment without the prior written consent of the Borough shall be null and void, not binding on Borough, and the same shall constitute a default under this Contract. It being understood by the parties hereto that the advertising space and time on the Sign reserved under this Contract has been solely granted to Advertiser.

_____ **AMBIGUITY.** If any ambiguity or ambiguities in this Contract should be claimed by either party, or if any court of competent jurisdiction should determine that any ambiguity exists in this Contract, any such ambiguity shall be resolved in favor of the Borough and against Advertiser.

_____ **SEVERABILITY.** If any provision of this Contract is determined by a court of competent jurisdiction to be illegal, invalid, unenforceable, unconstitutional, or void, for any reason, only that provision shall be illegal, invalid, unenforceable, unconstitutional, or void, and the remainder of this Contract shall be in full force and effect.

_____ **MISCELLANEOUS TERMS.** It is expressly understood and agreed that no third party beneficiaries are created by this Contract. Moreover, the singular shall include the plural and the masculine shall include the feminine and neuter, where the context thereof shall permit or otherwise require. This Contract is non-cancelable by Advertiser and subject to all the Terms and Conditions set forth above. This Contract must be signed by both Advertiser and the Borough to become effective.

Borough of Quakertown
Digital Advertising Contract – Route 309 Gateway Sign

Offered by Advertiser

_____ (Name of Advertiser)

By: _____ (signature)

Name: _____

Title: _____

Accepted by Borough

By: _____ (signature)

Jessica Myers,
Communications Specialist