

**CITY OF DUBUQUE
ADVERTISING CONTRACT**

Date: _____

New/Renewal: New _____

Term: 12 Months _____

Advertiser Information

Customer Business Name: _____

Contact Name: _____

Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Phone: _____ Fax: _____

Decals

Bus Size: Light Duty Ad Space: Sides only Number of Buses: _____

Monthly Rate: _____ Production Cost: _____

Amount due at time contract is signed: _____

Design description: Final design files must be provided to ECIA staff for review in EPS and PDF format 30 days prior to contract start date.

Duration of service: Start: _____ End: _____

Advertiser authorizes and instructs the City of Dubuque to display in a good manner, and to maintain for the terms set forth, bus advertising displays described above or on the attached exhibit. In consideration thereof, Advertiser agrees to pay the City of Dubuque all Contract amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions contained in this Contract.

The undersigned representative or agent of Advertiser hereby warrants to The Jule Transit that he/she is the representative of the Advertiser and is authorized to execute this Contract on behalf of Advertiser.

Customer/Advertiser (Please print)

Customer/Advertiser signature

Date

Additional Terms and Conditions

Advertiser warrants that all approved designs do not infringe upon any trademark or copyright. Advertiser agrees to defend, indemnify and hold the City of Dubuque, its officers and employees free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this Contract.

All advertisements shall conform to recognized business standards, and shall not conflict with the laws of the United States, the state of Iowa and the City of Dubuque. Graphics, artwork, and copy of advertisements are expected to be of high quality.

Design and production costs and the first monthly payment are due at the time of the signed contract. Upon completion and installation of initial decals, an invoice for payment will be sent to Advertiser. Upon Advertiser's request, a report of the posting will be sent with the initial invoice. Each invoice will cover the billing period following commencement of posting. All prorated invoices and credits will be computed on the basis of a four-week billing period.

If the City is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event the City is unable to deliver any portion of the service required in this Contract, including maintenance, this Contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of City for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. The City may discharge this credit, at its option, by furnishing advertising service on substitute spaces, to be reasonably approved by advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date.

The City reserves the right to terminate this Contract for convenience upon ninety (90) days written notice, by certified mail, to Advertiser should the City elect to discontinue advertising on all or part of the City's fleet. All advertising displays at the time of the Contract termination will continue to remain in place through the expiration of the terms of the applicable contract.

Upon default in the payment of the Contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of the City, and unless same is promptly paid, the City may, at its option, discontinue without notice the advertising contracted for herein: provided, however, that such discontinuance shall not relieve the Advertiser of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1-1/2% per month. In addition, Advertiser shall pay the City all costs and expenses of exercising its rights under this Contract, including reasonable attorney's fees and all reasonable collection agency fees.

This Contract constitutes the entire agreement between the City and Advertiser. The City shall not be bound by any stipulations, conditions, or agreements not set forth in this Contract. Waiver by the City of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.