

ADVERTISING AGREEMENT JETS PANELS FOR BUSES/SHELTERS

On this ___ day of _____, 2007, JETS hereby agrees to display advertising for _____ (hereinafter "Advertiser") beginning ___ and ending ___.

This Agreement is for the JETS _____ Panel(s). Total cost due to JETS for the panel(s) is \$_____. Late charges of one percent (1%) (12% *per annum*) will be applied to monthly billings beyond thirty (30) days. Terms for all City of Jonesboro advertising invoices are net thirty (30) days. Accounts that are delinquent 45 days may be canceled without advance notice.

This Agreement is subject to the following provisions:

1. The rates listed are for rental of space only and do not include production. All production arrangements are strictly between the production company and the Advertiser. Advertiser should insure that ads are made to the proper length, weight, width, and depth.

2. JETS and the City of Jonesboro accept this Agreement subject to all federal, state, and municipal laws and regulations with respect to the advertising matter to be displayed. Advertiser and JETS certifies that all advertising exhibited hereunder shall be of reputable character and shall conform to community standards of decency as determined by the City. Advertiser and JETS guarantee that all political advertising exhibited hereunder shall bear conspicuously a paid political advertising disclaimer. In the event such advertising becomes illegal or otherwise disapproved by the City of Jonesboro and JETS, the City of Jonesboro and JETS reserve the right to terminate this Agreement and will prorate any advertising charges so that the business is only charged for the amount of time the advertising is displayed on the bus/shelter.

3. Loss of service due to the failure of the Advertiser to furnish displays for installation prior to the commencement date shall be the Advertiser's loss.

4. JETS and the City of Jonesboro will invoice the Advertiser for one-half (1/2) of the fee on the date this Agreement is executed. Prompt payment of the invoice is expected. The remaining one-half (1/2) will be invoiced to the Advertiser ten (10) days prior to the application of the ad on the bus/shelter. Standard City of Jonesboro invoice terms apply. JETS must receive payment before the ad is displayed on the bus/shelter.

5. JETS will make every effort to assign buses with advertising to the maximum amount of service hours given the constraints in vehicle assignment under which JETS operates. JETS does not guarantee on which bus or routes the advertising signs are placed. If a bus with advertising is out of service for more than fourteen (14) consecutive calendar days due to mechanical breakdown or other problems, JETS agrees to extend the contract for the amount of time the ad is not displayed, above and beyond the fourteen (14) consecutive days.

6. Advertiser shall indemnify and hold harmless JETS against any liability to which they may be subjected by reason of the advertising material displayed under this contract, including, but not limited to, liability for infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, as well as all reasonable costs, including attorney's fees, in defending any such action or actions.

7. Loss of service due to fire, flood, riot, collision, or other causes beyond the control of JETS shall not constitute a breach of this agreement, but in such event, Advertiser shall be entitled to the option of additional service or an extension of the term of service equivalent to the service lost.

8. It is understood and agreed that Advertiser or JETS may not cancel this Agreement without fifteen (15) days prior written notice. JETS and/or Advertiser reserves the right to cancel this Agreement at any time upon default by JETS and/or Advertiser in the payment of bills or other breach, or in the event of a material violation on the part of JETS and/or Advertiser of any of the conditions herein named; and upon such cancellation, all advertising done hereunder, including short term rates or other charges under this Agreement, and unpaid, shall become immediately due and payable. In the event of any such breach or breaches, JETS shall be discharged from any obligation to longer display of the Advertiser's copy; and in the event of suit or collection of unpaid accounts, all costs of suit, including reasonable attorney's fees may be added to the monies owed by Advertiser.

9. JETS shall not be held liable for the return of any ads already mounted, i.e. pasted or similarly affixed to the bus/shelter. It is the responsibility of the Advertiser to repair or replace a damaged ad, unless the damage is due to the negligence of JETS. Damage includes, but is not limited to, fading or normal wear and tear. The Advertiser will be contacted by JETS if any such damage occurs.

10. This Agreement is not assignable by the Advertiser, nor may the subject of the Agreement be changed.

11. This Agreement becomes effective when executed by JETS and Advertiser, and contains the full agreement of the parties, and no representative or assurance, verbal or written, shall affect or alter the obligation of either party hereto.

12. Any bill rendered to JETS and/or Advertiser shall be conclusive as to the correctness of the items therein set forth and shall constitute an account stated unless written objection is made thereto by JETS and/or Advertiser within thirty (30) days from the rendering thereof.

13. Advertiser and JETS are both individually and severally responsible for all provisions under this Agreement. It contains all of the agreement and representation of the parties hereto, and no representation or promise not set forth herein shall affect the obligation of either party hereunder.

14. The laws of the State of Arkansas govern this Agreement, and all litigation arising from this Agreement shall be instituted in Craighead County, Arkansas.

Agreed to this ____ day of _____, 200__.

Name:
Title:
Company:

JETS Representative