



## Exhibit A

### ADVERTISING AGREEMENT JET BUS WRAP

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, JET hereby agrees to display Advertising for Arkansas State University- Jonesboro (hereinafter "Advertiser") beginning \_\_\_\_\_ and ending \_\_\_\_\_.

The JET Bus Wrap consists of the outside area of the bus below the windows in the passenger section. Total cost due to JET for the Bus Wrap is \$5,000 per year with a minimum two (2) year commitment. One-year contracts are available for Advertisers renewing a contract for a third year for an existing wrap. Late charges of one percent (1%) (12% *per annum*) will be applied to monthly billings beyond sixty (60) 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. Firms should insure that ads are made to the proper length, weight, width, and depth.
2. JET 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 JET certifies that all advertising exhibited hereunder shall be of reputable character and shall conform to community standards of decency as determined by the City. In the event such advertising becomes illegal or otherwise disapproved by the City of Jonesboro and JET, the City of Jonesboro and JET reserve the right to terminate this Agreement and will prorate any advertising charges so that the business is only charged for time the advertising is displayed on the bus.
3. JET does not accept contracts for political advertising.
4. 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.
5. JET and the City of Jonesboro will invoice the Advertiser according to the following

Schedule, based on the Advertiser's choice of payment options:

- a. Option 1 - Yearly lease amount (\$5,000) paid in full within ten (10) days of the wrapped bus being delivered to JET by the Advertiser's production company.
- b. Option 2 - One half of the yearly lease amount (\$2,500) paid within ten (10) days of the wrapped bus being delivered to JET by the Advertiser's production company with the balance (\$2,500) due on the six (6) month "anniversary" date of the original delivery date of the vehicle.

The due date for the payment for Year 2 shall be based on the delivery date in Year 1. For renewal contracts not involving a newly wrapped vehicle, the due date shall be that used in the original contract.

PROVIDED HOWEVER any advertising involving the entire bus (i.e. wrap) shall be removed with sixty (60) days delinquent. Restoration shall be the responsibility of the Advertiser.

6. JET will make every effort to assign buses with advertising to the maximum amount of service hours given the constraints in vehicle assignment under which JET operates. JET 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, JET agrees to extend the contract for time the ad is not displayed, beyond the fourteen (14) consecutive days.
7. Advertiser guarantees JET that all material displayed under this contract may be legally used by the advertiser and is not subject to the trademark or copyright of another entity.
8. Loss of service due to fire, flood, riot, collision, or other causes beyond the control of JET 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.
9. It is understood and agreed that Advertiser or JET may not cancel this Agreement without fifteen (15) days prior written notice. JET and/ or Advertiser reserves the right to cancel this Agreement at any time upon default by JET and/ or Advertiser in the payment of bills or other breach, or in the event of a material violation on the part of JET 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 contract, and unpaid, shall become immediately due and payable unless termination is due to JET breach, in which case all such charges unpaid shall be discharged and Advertiser shall have no obligation to make any further payments and shall be entitled to a pro rata refund for any money pre-paid. In the event of any such breach or breaches, JET shall be discharged from any obligation to long

display of the Advertiser's copy. In the event of suit for collection of unpaid accounts, the City of Jonesboro is entitled to pursue all expenses related to the collection that are allowable by law.

10. JET shall not be held liable for the return of any ads already mounted, i.e. pasted or similarly affixed to the bus. It is the responsibility of the Advertiser to repair or replace a damaged ad, unless the damage is due to the negligence of JET. Damage includes, but is not limited to, fading or normal wear and tear. JET will contact the Advertiser if any such damage occurs.
11. This Agreement is not assignable by the Advertiser, nor may the subject of the Agreement be changed.
12. This Agreement becomes effective when executed by JET 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.
13. Any bill rendered to JET 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 JET and/ or Advertiser within thirty (30) days from the rendering thereof.
14. Advertiser and JET 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.
15. The laws of the State of Arkansas govern this Agreement and, to the extent permitted by law, all litigation arising from this agreement shall be instituted in Craighead County, Arkansas. Nothing contained in this agreement shall be construed as a waiver of Arkansas State University-Jonesboro's sovereign immunity.

Agreed to this 12<sup>th</sup> day of May, 2017

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Harold Perrin, Mayor  
City of Jonesboro

 5/12/17  
Len Frey, Ph.D Vice Chancellor for Finance  
Arkansas State University, Jonesboro

ATTEST:

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Donna Jackson, City Clerk