

CITY OF OAK PARK ADVERTISING AGREEMENT

This City of Oak Park Advertising Agreement (hereinafter referred to as “Agreement”) is entered into on this (___) day of (Month), (Year), by and between the City of Oak Park, Michigan, a municipal corporation (hereinafter referred to as “City”) and (Contact Name), of (Company Name), (hereinafter referred to as “Advertiser”).

BACKGROUND AND INTENT

Whereas, the City of Oak Park recognizes that opportunities exist to raise revenue for the City through the sale of commercial advertising in City publications; and

Whereas, the City of Oak Park is acting in its proprietary capacity to raise revenues for the City in a manner consistent with City policies; 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 in specified City publications; and

Whereas, it is in the best interest of the City to offer for sale to the business and advertising community, advertising space in City publications for the purpose of conveying information to the public at large.

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 in the City Publication specified in Exhibit “A” of this Agreement, at the rate specified therein.
- 2. ADVERTISING AVAILABILITY:** An Advertiser may purchase ad space for advertisements in any City Publication as offered in Exhibit “A”. Potential Advertiser will be able to select a particular ad space in each publication, if available, as listed in Exhibit “A” along with the duration of each advertisement. The Department of Communications and Public Information will maintain a listing of available advertising space in each publication, to include expiration dates of existing advertisements.
- 3. 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.
- 4. RIGHT TO REFUSE UNACCEPTABLE ADVERTISING:** The purpose of this advertising program is to maximize the revenue of the City, 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 complies with the City's Advertising Policy attached hereto as Exhibit "B". 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 for advertisements as provided by the City 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 and install other advertising that it deems to be inappropriate considering the purpose and intent of this advertising program.

5. **ADVERTISING MEDIA:** 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 convert the approved "advertising concept" onto the "media" which meets the requirements specified in Exhibit "A" for publication.
6. **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.
7. **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.
8. **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.
9. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
10. **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. The terms and conditions of this Agreement shall prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

11. CANCELLATION: The City shall have the right to cancel this agreement by providing three (3) 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.

The following Exhibits are attached to the City of Oak Park Advertising Agreement and by reference the most current copy is made a part hereof.

Exhibit "A": Advertising Fee Schedule and Media Specification
Exhibit "B": Advertising Policy

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

City of Oak Park

Advertiser

Denise DeSantis, Dept. of Community
Engagement and Public Information

(Company Name)

(Advertiser Authorized Agent)

Date _____

(Date)

Approved As to Form:

Ebony L. Duff
City Attorney