

## Pioneer Valley Transit Authority Advertising Terms and Conditions

1. Rates on PVTA's Contract for transit advertising are effective for 30-days from date on Contract and are locked in for said Contract once signed by both the Advertiser and PVTA's Advertising Manager. Prior advertising rates do not apply to new Contracts and are subject to change. Promotional and discounted rates are subject to availability and at the discretion of the PVTA. Non-profit discount does not apply to discounted rates and only applies to the non-profit organization. Discounts do not apply to third party vendors, advertising or marketing agencies.
2. The Advertiser shall furnish all advertising signage including but not limited to all design, production services and shipping charges. PVTA's advertising rates do not include production services or shipping charges which is the responsibility of the Advertiser. All advertising creative must be approved by PVTA's Advertising Manager prior to printing. Advertisements must be printed according to PVTA's Material Specifications. PVTA is not responsible for any advertisements printed that do not conform to PVTA's material specifications or for advertisements not approved prior to printing.
3. Advertisements shall be delivered with shipping charges prepaid to the designated PVTA Garage listed on Contract under "Deliver Advertisement Material to". Advertisements must arrive at PVTA Garage at least two (2) weeks prior to the Start Date listed on Contract. The PVTA shall be responsible for the installation and removal of all advertising signage. Advertisers are responsible for collecting advertisement(s) at the end of the contract term "End Date". Failure to do so within thirty (30) days shall be deemed authorization for PVTA to dispose of all advertisements.
4. With regard to a "Bus Wrap", the Advertiser shall be responsible for production costs and all additional costs associated with the installation of the bus wrap and removal of the bus wrap from the transit vehicle(s) at the end of the campaign, or other termination of this Contract, so as to return the vehicle to its original condition.
5. All Advertisements must be printed in accordance to PVTA's Material Specifications. All exterior ads must be printed on one (1) single piece of Coroplast Material at least 4mm thick. All interior ads must be printed on one single piece of .030 Styrene Material. PVTA does not accept advertisement material in two pieces.
6. Loss of service due to failure of the Advertiser to furnish advertisement signage on time or signage arrives in two pieces or on material other than what is specified in PVTA's Material Specifications, will be borne solely by the Advertiser. Late posting extensions will be subject to the approval of the PVTA.
7. Loss of service due to the PVTA's failure to perform by omission, delay, unintended neglect, service or changes in applicable laws, regulations, rules of court actions, or conditions beyond the control of PVTA, shall not constitute a breach of this Contract. The PVTA reserves the right, in its sole discretion, to authorize an extension of the term of the Contract.
8. PVTA does not guarantee advertisements will run on any specific fixed route(s). PVTA reserves the right to run an advertisement on any fixed route(s) operating out of the PVTA Garage(s) specified on Contract under "Advertising Area" (Springfield; SATCo, Northampton; VATCo, and/or Amherst; UMass) chosen by the Advertiser.

9. All language, graphics and content of signage are subject to the approval of the PVTA in accordance with the PVTA Advertising Guidelines, as amended from time to time. The Advertiser shall submit to the PVTA a proof or mock-up of its proposed signage. The PVTA shall, in its sole discretion, determine if the proposed signage is consistent with said Guidelines prior to accepting the copy for display on PVTA vehicles. Notwithstanding the acceptance of particular signage pursuant to this paragraph, the PVTA reserves the right to terminate any advertising displays based on adverse publicity or complaints.
10. If there is evidence that Advertiser's signage is damaged, defaced, mutilated or spoiled by reason of weather conditions, flood, strike, vandalism, ordinary wear and tear, or any other cause, or if lost or stolen, a replacement copy may be furnished by the Advertiser without liability or expense to the PVTA.
11. If, for any cause, the PVTA decides to discontinue its advertising program, it shall have the right to discontinue the terms of this Contract without liability of any kind to the Advertiser, in such case, the Advertiser shall be entitled to a refund for the period of service not provided.
12. Payments are subject to a late payment charge of 1.5% per month. Such charge shall be added to the Advertiser's account after thirty (30) days from the invoice date.
13. The Advertiser expressly agrees that should the Advertiser fail to make the payments set forth herein, or upon any other default, or if Advertiser becomes insolvent or files an assignment for the benefit of creditors, or any insolvency proceeding is commenced against the Advertiser, the PVTA, at its option, may consider the total balance of this Contract accelerated and immediately due and payable; in addition, the PVTA shall have no further obligation to continue to display the Advertiser's signage. In the event of legal action for collection of unpaid accounts, all costs relating to collections, including reasonable attorney's fees and interest at the rate of 1.5% per month, will be added to the Advertiser's account.
14. To ensure advertising has been placed, PVTA's Advertising Manager will email a proof of performance photo of the installed advertisement on a PVTA vehicle within a one (1) week's time frame of "State Date" listed on Contract (or a one (1) week's time frame from the install date if advertisements arrived late). Proof of performance photo shall be accepted as prima facie proof of the display of the advertising. Advertising Manager will conduct a minimum of three (4) advertising garage site visits per month to ensure advertisements are running in accordance to Contract.
15. This Contract will not be binding until signed by the Advertiser and approved by the PVTA by signature of PVTA's Advertising Manager.
16. The Advertiser shall not assign, transfer, sublet or convey this Contract, in whole or part, without the prior written consent of the PVTA, which consent the PVTA may withhold in its sole and absolute discretion.
17. The terms of this Contract may not be altered except by a writing signed by the authorized representatives of both parties.
18. If any term or condition of this Contract, or any application thereof, shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall remain in full force.

19. This Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any action arising under this Contract shall be brought in the appropriate court located in the Commonwealth and the Advertiser submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this agreement.
  
20. This Contract has been reduced to writing and had been executed in sequence by the Advertiser and the PVTAs. It contains all agreements and representation of the parties and no representation or promise, not set forth herein, shall effect the obligation of either party hereunder.