



This advertising agreement (the “Agreement”) sets out the terms and conditions upon which [COMPANY NAME] (the “Company”), being a Company duly registered under the laws of Minnesota with registered number [REGISTERED PHONE NUMBER] and having its registered address at [REGISTERED ADDRESS], engages The City of Monticello (the “Advertiser”), as an advertiser for [THE COMPANY].

WHEREAS: The main activity of the Company is [general description of the company’s activities. Such as, insurance sales, manufacturer of health and fitness equipment, or the sale of jewelry].

WHEREAS: The Advertiser provides advertising services in the form of banners in the Monticello Community Center, City-owned sports fields, and on digital monitor displays in the Monticello Community Center, the Monticello DMV, and Hi-Way Liquors.

WHEREAS: The Company is desirous of engaging the advertiser to provide advertising services on such terms as are set out through this agreement, and the Advertiser for their part, is desirous of being engaged by the Company to provide said advertisement on said terms.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. DEFINITIONS. In this Advertising Agreement:

1.1 “Territory” shall mean Monticello, MN.

1.2. “Digital Ads” shall mean 15 second long, still or motion graphics.

1.3 “Fees” shall mean the Fees set out in Clause 4.

1.4 Unless it is evident from the context and having regards to the generality of the Agreement that a clause intends to mean otherwise: words denoted in the singular only shall include the plural and vice versa; words denoted in any gender shall include all genders; and, terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa.

1.5 The illegality or unenforceability of any clause (or part thereof) shall have the effect of voiding that clause (or part thereof) only and not the entirety of this Advertising Agreement.

1.6 This Advertising Agreement may be executed either in one original or in two counterparts.

1.7 The terms of this Advertising Agreement shall be deemed to be binding on both Parties based on their respective conduct notwithstanding any error or defect in the execution of the Agreement.



2. PROVISION OF INFORMATION In order to enable the Advertiser to create and promulgate appropriate advertisements the Company agrees to provide the Advertiser with:

- 2.1 An executive summary of the Company and its area of operation.
- 2.2 A detailed description of the product or services being advertised including information relevant to advertising such as cost, payment means, refund policy etc.
- 2.3 An indication of the intended purpose of advertising (whether to promote a given product or service or raise brand or product awareness or both).

3. OBLIGATIONS OF THE ADVERTISER It is agreed that:

- 3.1. The Advertiser may use the following means to promote the products or services of the Company as agreed between the Parties from time to time:
 - 3.1.1 Digital advertising on the monitors in MCC, the DMV, and Hi-Way Liquors.
 - 3.1.2 Vinyl Banners displayed in the Monticello Community Center around the walking track.
 - 3.1.3 Outdoor banners displayed at city-owned sports fields.
- 3.2 The Advertiser shall not promote any advert without that advert being first approved by the Company.
 - 3.2.1 The Company shall provide the Advertiser an HD file for a motion or still graphic (1080 by 1920 pixels).

4. FEES In consideration of its services the Company agrees to pay the Advertiser FEE, those fees itemized below which shall form part of this Advertising Agreement and which shall be initialed by the Company.

- 4.1 In the event of the Termination of this Advertising Agreement the Advertiser is not required to prorate previously paid fees. For example, if The Company signs up for a one-year advertising contract and decides to stop displaying their banner or digital ad after eight months, the Advertiser is not required to compensate them for the four unused months.



ITEM	FEE	PAYMENT DUE (DATE)	INITIALS
ADVERTISING FEES SPECIFICALLY FOR THE MONITOR PROGRAM			
Six-month advertising contract on the digital ads system.	\$800		
One-year advertising contract on the digital ads system.	\$1,500		
Additional 15-second digital advertising spot	\$1,000		
Creation of digital ad	\$250 – the Company must provide a detailed description of what they want on their graphic, a Vector file of their logo and any elements of the design they want included.		
Changing or updating the Company’s digital ad display	\$50		
ADVERTISING FEES SPECIFICALLY FOR THE BANNER PROGRAM			
First-year advertising contract for MCC Banner displays.	\$500		
Renewal of annual advertising contract for MCC Banner displays.	\$400		
Banner Creation at Franklin Signs, Clearwater, MN.	\$125		

6. DURATION This Advertising Agreement shall commence on the date of its execution and shall have effect until any of the following occurrences at which point the Agreement will end:

6.1 the failure of the Company to pay any fees due under this Agreement within 60 (sixty) days of them falling due provided that such delay was not expressly agreed between the Parties.

6.2 The provision of 14 (fourteen) days’ notice in writing by either Party.



6.3 The passing of one calendar year (or six months for the digital ads program).

7. WARRANTIES AND INDEMNITIES It is agreed that:

7.1 Both Parties warrant that they have the necessary power and approval to enter into this Advertising Agreement.

7.2 Both Parties warrant that they are not aware of anything in their reasonable control which will or could have an adverse effect upon their ability to perform their respective obligations under this Advertising Agreement.

7.3 The Advertiser warrants that they will use only those means of advertising approved by the Company and listed in clause 3.1.

7.4 The Advertiser undertakes to pause or stop all advertising on the express instruction of the Company in writing.

7.6 The Company undertakes to pay all Fees promptly and not to unreasonably withhold payment.

7.7 The Advertiser warrants that they will use only a) material expressly authorized by the Company or b) entirely original material and will not infringe the copyright of any third-party.

7.8 The Advertiser warrants they will not use any false or misleading statements in their advertisements whether by statement, act, omission, or implication.

7.9 The Advertiser warrants that they will not use any vulgar, offensive, or disreputable means of advertising; the Advertiser will not use any offensive or disreputable means of advertising and shall not display advertising that promoting tobacco or alcohol by minors, specific political parties, candidates, or movements, advertising that is misleading, deceptive, disrespectful, fraudulent, or libelous, or that conflicts with or is inconsistent with programs or services offered by Advertiser.

7.10 The failure or delay by either Party to enforce any term of this agreement or to act upon a breach of any term shall not constitute a waiver of their rights.

7.11 Both Parties warrant that they will not do anything to hinder or adversely affect the execution of the other Parties' duties under the Agreement.

7.12 Both Parties warrant that they will submit to the exclusive jurisdiction of the courts and legal system stated in clause 11.

8. CONFIDENTIALITY It is agreed that:

8.1 The Advertiser shall ensure that any confidential information or material which is obtained during the scope of this Advertising Agreement or in negotiation thereof is kept confidential



including but not limited to the details of the means of advertising and the commission due or received under this Advertising Agreement.

8.2 The Company shall ensure that the details of the Candidate are always kept confidential and undertakes not to share this information with any third parties.

8.3 The Advertiser undertakes that he shall not expose any confidential information except with the prior written consent of the Company or if directed to do so by a competent Court provided always that such information has not previously entered the public domain by other means.

8.4 The terms of clauses 8.1, 8.2, 8.3 shall apply indefinitely notwithstanding the termination of this Advertising Agreement.

9. VARIATION Any variation to this Advertising Agreement shall be made in writing and signed by both Parties.

10. NOTICES Any notice served under this Advertising Agreement shall be made in writing and shall be considered served if it is handed to the other Party in person or delivered to their last known address or any other such address as the Party being served may have notified as his address for service. All notices shall be delivered in English.

11. GOVERNING LAW, DISPUTES AND ARBITRATION It is agreed that:

11.1 The Advertising Agreement is made under the exclusive jurisdiction of the laws of Minnesota, and the United States of America.

11.2 Disputes under this Advertising Agreement shall be subject to the exclusive jurisdiction of the courts of Minnesota, and the United States of America.

11.3 Notwithstanding the terms of 11.2 both Parties agree that in the event of a dispute they will enter into arbitration before the International Chamber of Commerce before a single arbitrator whose decision shall be final.