

MASTER SALES AGREEMENT

This Master Sales Agreement (“Master Agreement”), entered into this XXX of XXX, XXX, (“Execution Date”), by and between the City of Santa Monica (“City”) and XXXXXXXXXXXX. (“Advertiser”), is made with reference to the following:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. Advertiser is qualified to do business, and is doing business, in the State of California.
- C. The City and Advertiser desire to enter into an agreement for City to license advertising space on the City’s Big Blue Buses and on other transit buses to Advertiser upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

TERMS AND CONDITIONS

1. **Term.** This Master Agreement commences on the Execution Date, and terminates on XXXXX, 2017 (“Termination Date”). No Advertising Insertion Order (“Order”) may extend beyond the Termination Date.
2. **Sale of Advertising Space.** Subject to the terms and conditions contained herein, the City agrees to sell available advertising space to Advertiser. At any time after the Execution Date, Advertiser may purchase available advertising space by submitting to the City a completed Order, in the form attached hereto as Exhibit A or as later amended by City.
3. **Advertising Insertion Orders.** Advertiser or their designated broker must provide the City’s Advertising Coordinator with the requested start date, end date, and number and type of advertisements to determine if the City has available advertising inventory. If the City has available advertising inventory, the Advertising Coordinator will complete an Order and forward the Order to Advertiser or their designated agent/broker. Advertiser or their designated agent/broker must sign and return the Order to the Advertising Coordinator to reserve the advertising inventory for the Order.
4. **Installation of Advertising Media.**
 - 4.1. Thirty days prior to the start date indicated on an Order, Advertiser must submit a digital image (in .jpeg format) of the creative for the Order (“Creative”). The Advertising Coordinator will review the Creative for compliance with the City’s advertising guidelines (“Guidelines”). If the Creative complies

with the Guidelines, the Advertising Coordinator will acknowledge receipt of the Creative; if it does not comply, the Advertising Coordinator will inform Advertiser why the Creative is not in compliance.

- 4.2. Fourteen days prior to the start date indicated on the Order, Advertiser must provide the final advertising media (“Media”) to the City’s designee for posting. Any delay in the receipt of the Media may result in a delay in the start date for the Order.
- 4.3. The City will cause all Media to be installed within three days of the start date indicated on each Order. Upon complete installation, the Advertising Coordinator will send Advertiser a posting complete notice, location list and photographs of installed Media.
5. **Compensation.** City will invoice Advertiser’s agent/broker within 30 days of the start date on each Order. Advertiser must pay the City for advertising space in accordance with each Order. Payment from Advertiser will be remitted through Advertiser’s agent/broker.
6. **Notices.** All notices, demands, requests or approvals to be given under this Master Agreement must be given in writing and will conclusively be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:
 - 6.1. All notices, demands, requests or approvals from Advertiser to City must be addressed to City at:

Big Blue Bus
City of Santa Monica
1660 7th Street
Santa Monica, California 90401
Attn.: Transit Government & Community Relations Officer

with a copy to:

Santa Monica City Attorney’s Office
1685 Main Street, Room 310
Santa Monica, California 90401
Attn.: City Attorney

- 6.2. All notices, demands, requests or approvals from City to Advertiser must be addressed to Advertiser at:

NAME
ADDRESS
CITY, STATE, ZIP
Attention: **NAME**

with a copy to:

- 6.3. Either City or Advertiser may, from time to time by notice in writing served upon the other party, designate a different address or a different individual to whom all notices, demands, requests or approvals are thereafter to be addressed.
7. **Independent Parties.** Both parties to this Master Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another.
8. **Integrated Contact.** This Master Agreement, and each Order submitted pursuant to this Master Agreement, represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No oral agreement or implied covenant may be held to vary the provisions hereof. Any modifications of this Master Agreement will be effective only by written modification signed by both the City and Advertiser, and approved as to form by the City Attorney.
9. **Advertising Guidelines.** The Guidelines are attached hereto as Exhibit B and incorporated by this reference. Advertiser acknowledges that the City cannot accept any Order that does not comply with the Guidelines. Advertiser further acknowledges that the City may amend the Guidelines from time to time, and that such amendment may occur without notice to Advertiser. Upon request, the City will provide Advertiser with a copy of the current Guidelines.
10. **Cost of Litigation.** If any legal action is necessary to enforce any provision of this Master Agreement, or any Order, or for damages by reason of any alleged breach of any provision of this Master Agreement, or any Order, the prevailing party is entitled to receive from the losing party all reasonable costs, disbursements and expenses, and such amount as the court may adjudge to be reasonable attorney's fees.
11. **Defense, Indemnification and Hold Harmless.** Advertiser agrees to indemnify, defend and hold harmless the City from and against any and all claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from any patent, copyright and other infringement claim by any third party in connection with any Order issued pursuant to this Master Agreement. This section survives the termination of this Master Agreement.
12. **Prohibition against Transfers.**
- 12.1. Advertiser may not assign, hypothecate, or transfer this Master Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any attempt to do so without City's consent is null and void, and any assignee, hypothecatee or transferee acquires no right or interest by reason of such attempted assignment, hypothecation or transfer.

- 12.2. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Advertiser or of any general partner or joint venturer or syndicate member of Advertiser, if a partnership or joint venture or syndicate exists, which results in changing the control of Advertiser, is an assignment of this Master Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.
13. **Waiver.** A waiver by either party to this Master Agreement of any breach of any term, covenant, or condition cannot be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.
14. **Termination.** Either party may, with or without cause, terminate this Master Agreement by giving 30 days' written notice to the other party. Upon termination of this Master Agreement, Advertiser will pay to the City any compensation owed and unpaid up to the effective date of termination.
15. **Compliance with Law.** Advertiser must comply with all laws of the State of California and the United States, and all ordinances, rules and regulations enacted or issued by City. If such ordinances, rules or regulations enacted or issued by City after the effective date of this Master Agreement significantly impact Advertiser's performance of its obligations under this Master Agreement, equitable adjustment may be made to the time of performance, the compensation, or both, as appropriate.
16. **Records.** The City will maintain complete and accurate records of each Order issued pursuant to this Master Agreement with respect to costs, expenses, receipts and other such information required for any services provided. Upon Advertiser's reasonable request, the City will make such records available to Advertiser and/or Advertiser's broker or designee for inspection.
17. **Standard of Care.** The City will perform all services hereunder in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
18. **Force Majeure.** The City or Advertiser will not be in violation of this Master Agreement if any of the following prevent performance of any obligation: severe weather, storms, earthquakes or other natural occurrences; strikes or other labor unrest; power failures, nuclear or other civil or military emergencies; or acts of legislative, judicial, executive or administrative authorities.
19. **Governing Law.** This Master Agreement will be construed in accordance with and governed by the laws of the State of California, without regard to its choice of law provisions.
20. **Venue and Jurisdiction.** The parties agree that the Services will take place in Los Angeles County. Any litigation arising out of this Master Agreement must be brought in either the United States District Court, Central District of California, or the Superior Court of California, County of Los Angeles, West District, as ap-

appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Master Agreement.

IN WITNESS WHEREOF, the parties have caused this Master Agreement to be executed the day and year first above written.

ATTEST:

CITY OF SANTA MONICA,
a municipal corporation

SARAH GORMAN
City Clerk

ROD GOULD
City Manager

APPROVED AS TO FORM:

MARSHA JONES MOUTRIE
City Attorney

ADVERTISER
Click here to enter text.

By: _____
Name: Click here to enter text.
Title:

EXHIBIT A
ADVERTISING INSERTION ORDER FORM
(ATTACHED)

ADVERTISING INSERTION ORDER NO. **Order Number**

To: **Advertiser** From: **City of Santa Monica**
Street Address **Big Blue Bus**
Street Address **1660 7th Street**
City, State Zip Code **Santa Monica, CA 90405**
Phone: **Phone Number** Phone: **(310) 458-5818**
Email: **Email Address** Email: **linda.gamberg@smgov.net**

This Advertising Insertion Order is governed by and is subject to all terms and conditions contained in the Master Sales Agreement between Advertiser and the City executed on month, date, year. This Advertising Insertion Order is not valid until signed and returned to the Transit Community Relations Officer

Display Type: **Display Type** No. of Units: **Number of Units**
Display Specs: **Display Specifications** Price Per Unit: **Price per Unit**
Start Date: **Campaign Start Date** Contract No.: **Contract Number**
End Date: **Campaign End Date** Term: **Number of days/weeks**

Total Contract Price: **No. of Units × Price Per Unit**
No. of Units × Price Per Unit

Thirty days prior to Start Date, Advertiser must forward Creative to Transit Community Relations Officer for Advertising Guidelines compliance review. Fourteen days prior to Start Date, Advertiser must forward Media to J. Perez Group, 11803 E. Smith Ave., Santa Fe Springs, CA 90670 Attn: Sharon Tele: (562) 801-5397.

Cancellation Deadline: 60 days prior to start date
Cancellation Fee: 10% of Gross Cost if cancelled after cancellation deadline

City will invoice Advertiser within thirty days of the Start Date. Advertising must pay invoice within thirty days of receipt.

Special Instructions: **Enter any special instructions**

Client Signature: _____

Date: _____

EXHIBIT B

ADVERTISING GUIDELINES

The City may change these advertising guidelines at any time and without notice to Advertiser. Advertiser may contact the Transit Community Relations Officer to obtain the current advertising guidelines.

The Transit Community Relations Officer only licenses advertising space for commercial advertisements. A commercial advertisement has as its primary purpose the promotion of a product for sale or a service for hire by the public generally.

The Transit Community Relations Officer cannot license advertising space for any prohibited advertisements. An advertisement is prohibited if it that meets one or more of the following criteria:

1. Causes the vehicle, if posted individually or in combination with other advertisements, to become a public forum for the dissemination, debate, or discussion of any such issues;
2. Is not a commercial advertisement;
3. Contains false, misleading or deceptive information;
4. Contains material that is explicitly sexual, obscene, or harmful to minors as those terms as defined in California Penal Code section 311;
5. Advocates, promotes or incites violence or illegal activity;
6. Ridicules, derides, embarrasses, or defames any individual, group of individuals, or entity;
7. Contains language that presents a clear and present danger of causing any riot, disorder, or other imminent threat to public safety, peace or order;
8. Contains any direct or indirect promotion of the sale or use of alcoholic beverages, tobacco or firearms;
9. Interferes with safe and efficient provision of public transportation service; or
10. Violates any copyright or other intellectual property right.