



BUSINESS ADVERTISING PARTNERSHIP TERMS AND CONDITIONS

“The views expressed in this advertisement do not necessarily reflect the views of the City of Victorville or the Victor Valley Transit Authority.”

(Required font Aerial and size 10 points.)

6. The advertisement should be of high quality resolution due to the size of the advertisement. The overall size of the advertisement should be 67³/₄" x 46", but the area that is visible to the audience is 66" x 44". We recommend 4mm Corrugated Plastic Boards. Contact a printer of your choice for the file types they will accept.

7. Advertisement space must be purchased on monthly increments. There is a \$50 mounting fee per advertisement. Non-profits and government agencies are eligible for a 15% discount off of the regular rate (Not valid in conjunction with any other discounts or offers. Special Bulk rates are available)

8. A deposit to secure the selected ad panel is due upon signing the advertising contract. Failure to submit the remaining balance as agreed upon in the contract will result in possible forfeiture and removal of the advertisement.

9. For every advertisement on display for only one month, full payment is required in advance and must be paid to the City of Victorville before the day the advertisement is delivered to the City for installation.

10. For every advertisement on display for more than one month increment, a deposit equal to one increment is required. Succeeding payments must be received by the City of Victorville, one week before the next month commences. You will not be invoiced by the City of Victorville and you will be responsible for timely submittal of payment.

11. It is the business Advertiser's/ or Advertising Agency's responsibility to deliver ads at least 7 business days before the installation date to the City of Victorville Public Works Department, Attn: Louie Rodriguez at 14177 McArt Rd, Victorville, CA 92392.

12. Loss of display service due to failure to furnish advertisements is the fault of the Advertiser or Advertising Agency.

1. The Advertiser or Advertising Agency agrees and understands that by execution of this agreement, advertising space has been reserved for his/her/or Agency advertising in a City of Victorville bus stop shelter ad panel. In the event that the Advertiser or Advertising Agency does not deliver the necessary materials herein to the City by the deadline provided in this contract, the Advertiser or Advertising Agency will not have material installed on the scheduled date and the space will become available to other advertisers.

2. The Advertiser or Advertising Agency agrees to comply with the advertising specifications as set forth by the City. Cost of installation is included in the fee schedule, however, graphic design and printing services will result in an additional fee.

3. All advertising must be in compliance with the City of Victorville property advertising policy and must be approved and signed off by the City of Victorville before production of the advertisement. Please see attachment.

4. The City of Victorville does not accept advertisements that contain political, religious, sexual, violent, alcohol, or drug-related messages. The policies can be viewed at Victorville City Hall Public Works Department, 14343 Civic Drive, Victorville, CA 92393, or online at www.ci.victorvilleca.us. The City reserves the right to reject any and all advertisement requests.

5. All advertisements must include the following:



BUSINESS ADVERTISING PARTNERSHIP TERMS AND CONDITIONS (Cont.)

Installation delay on the City's part is not a breach of contract and shall result in pro rata credit or service extension.

13. Should the Advertiser's or Advertising Agency's panel be damaged, defaced, mutilated or spoiled by reason of storm, vandalism, ordinary wear and tear, removal, or any other cause, or if lost or stolen, replacement copy shall be furnished by the Advertiser or Advertising Agency upon the City's request, without liability or expense to the City.

14. The Advertiser or Advertising Agency assumes full and complete responsibility and liability for the content of all advertising copy submitted and displayed pursuant to this contract. Advertiser shall indemnify and hold harmless the City from and against any and all liability claims and/or litigation, and for related costs and damages to which it may be subjected, and as a result of the advertising material displayed for any reason or basis.

15. The Advertiser or Advertising Agency agrees that if the City shall cease to have the right to display advertising copy in or on any of the locations(s) included in this contract, the City shall have the right to discontinue display service at said location(s), without prejudice to this Contract as to the remainder. In such case, the Advertiser or Advertising Agency shall be given credit pro rata for the omitted service.

16. The City shall not be liable for any damages for any failure to display an advertisement. Advertiser's or Advertising Agency's sole remedy for failure by the City to display advertising shall be a prorated refund of the cost of such advertising.

17. The City of Victorville shall not be held responsible for unused advertisement or copy.

18. This contract is not assignable by the advertiser or Advertising Agency, nor may the subject of the advertising be changed.

19. If this is a renewal or extension display agreement, it is agreed that the display shall have been considered to have been installed on the day immediately following the expiration of the previous display agreement.

20. Advertiser or Advertising Agency is to provide succeeding payments at least one week before the scheduled removal date.

21. Failure to submit payment for renewals and extensions shall be considered a cancellation of contract and will result in the scheduled ad panel advertisement or copy removal.

22. The City reserves the right to cancel this contract at any time upon default by the Advertiser or Advertising Agency in payment or other breach, or in the event of any material violation on the part of the advertiser. Upon cancellation, all advertising fees incurred hereunder will be due and non-refundable.

23. Either party may cancel this contract for any reason without prejudice after completion of any month's service by giving at least thirty days written notice.

24. No changes or additions to these stated Terms and Conditions shall be binding on the City and any attempt to alter these Terms shall be treated as a request only.

Last Updated: 10/22/2015