

Digital Advertising Agreement

This Digital Advertising Agreement (“Agreement”) is made and effective as of the _____ day of _____, 20____ by and between Jefferson Township Fire Company No. 2 (“Fire Company”) and _____ (“Customer”).

A. SPOTS. The Fire Company shall provide the Customer with the number of spots (“Spots”) as indicated below. No more than 14 spots, including this Customer’s spots, will be in a repeating cycle on the digital display for any given period and spot will have a display duration of equal to 8 seconds per cycle. Fire Company reserves the right to select and modify the order of the spots on display.

B. COPY. Customer shall provide copy to Fire Company in media and file formats acceptable to Fire Company. Customer may replace its initial “Copy” (text, graphics, artwork, and all other advertising, hereinafter (“Copy”)) with new copy if received by Fire Company with at least 7-10 business days’ notice. A copy change fee of \$45.00 will be paid for each copy change.

C. INITIAL COPY AND CHANGES. Customer shall provide the Copy for Customer’s initial posting on or before effective date of contract but no later than 7 days after the contract effective date. Copy can be prepared by Customer or Fire Company or an affiliate or agent thereof. Fire Company shall prepare/review the final copy for Customer’s Spot(s) for use on the Display. The initial Copy prepared by Fire Company (if applicable) shall be paid for by Customer in accordance with Fire Company’s then current quoted rates. If more than 2 hours of AD construction/graphic time is necessary, the Customer will pay \$45 an hour for additional graphic time, which will be paid for at the time the charges are incurred.

D. POTENTIAL REJECTION OF PROPOSED COPY. Fire Company may reject any Copy that Fire Company in its sole and absolute discretion determines is or may be false, misleading, deceptive, offensive to the moral standards of the community, is or may be a violation of an existing or proposed law, may result in the creation of new laws or regulations designed to restrict advertising or the advertising industry, or which in any way reflects adversely on the character, integrity, or standing of any person or business. Fire Company may also reject any copy, which Fire Company in its sole and absolute discretion determines to be: (i) contrary to the public’s interest, (ii) contrary to Fire Company’s interest or policies, or (iii) in conflict with or which may adversely affect any other advertiser’s Copy on the Display. If Fire Company rejects Customer’s initial Copy, this Agreement shall be terminated and all sums shall be refunded to Customer within thirty (30) days. If Fire Company rejects Copy that has been previously been approved by Fire Company or a change to Customer’s Copy, Fire Company may either continue running any Copy that Fire Company previously approved in which case this Agreement will continue in full force and effect or Fire Company may terminate this Agreement, in which case all unused funds paid by Customer shall be refunded on a pro-rata basis.

Digital Advertising Package

	Pricing	Quantity	Monthly Payment
Design Fee (first 2 hours)	\$45		
Design Fee, beyond first 2 hours	\$45/hour		
First Spot	\$300/month		
Additional Spots (up to 3 additional)	\$275/month		

Number of months (max 6): _____

General Terms and Conditions

- (1) **BILLING AND PAYMENTS:** All payments will be due on the effective date of this contract. This payment is non-refundable except for conditions mentioned within this Agreement. Fire Company has 7 working days to build the AD copy after receipt of artwork. Charges thereafter will be due on the same numerical date of the month as the effective date of this contract. Fire Company’s acceptance of late payment(s) shall not be construed as a waiver of Fire Company’s rights relative to any subsequent late payment(s) or any other event of default.
- (2) **OWNERSHIP:** Customer warrants that it possesses full legal right to use, and to allow Fire Company to use as contemplated in this Agreement, all information or Copy of whatever kind and whatever form delivered by Customer to Fire Company. Customer shall indemnify, defend, and hold harmless Fire Company and its officers, directors, employees, and agents from all claims, losses, costs and other damages (including reasonable attorney’s fees) suffered by Fire Company because of Customer’s breach of this warranty. Customer’s obligations in this paragraph shall survive the Termination of this Agreement.

- (3) **LOSS OF DISPLAY AND INTERRUPTION OF SERVICE:** Notwithstanding anything to the contrary herein, if Fire Company is unable start the Term by the effective date or deliver advertising as a result of force majeure, acts of war, terrorism, labor disputes, governmental regulations, restrictions or ordinances, power outages, vandalism, breakages, unforeseen interruptions, or similar causes not within Fire Company's reasonable control, such delay or non-delivery shall not be construed as a breach or termination of the Agreement; in such cases, Customer's sole remedy shall be a delay in the effective date (up to thirty (30) days) or an extension of the Term as necessary to utilize the Guaranteed Time paid for, but not received. If Fire Company is unable to deliver advertising for reasons reasonably within Fire Company's control, that result in non-delivery of advertising, such non-delivery shall not be construed as a breach or Termination of the Agreement. In such case, Fire Company shall provide a credit to Customer for Guaranteed Time paid for, but not received on a pro-rata, monthly basis. In the event of a delay beyond thirty (30) days from the anticipated effective date or permanent loss of the Display, for whatever cause, the Agreement shall terminate and Customer's sole remedy shall be a credit for Guaranteed Time paid for, but not received on a pro-rata, monthly basis. Any credit to be provided pursuant to this paragraph shall be determined by calculating the amount of Guaranteed Time not received for a given period and providing a proportional credit for the same.
- (4) **DEFAULT:** If Customer fails to deliver to Fire Company any Payment when due, or fails to perform any other obligation herein, or bankruptcy, receivership, or other insolvency proceedings are commenced by or against it (collectively, "Default"), Customer shall, without notice, become obligated to immediately pay to Fire Company an amount equal to the (i) sum of all unpaid Payments previously accrued, plus (ii) liquidated damages (for loss of a bargain and not as a penalty) in an amount equal to seventy-five percent (75%) of the sum of all remaining Monthly Payments, such amount is hereby conclusively agreed by the parties to approximate Fire Company's actual damages and that in such an event, Fire Company's actual damages would be extremely difficult or impossible to calculate. If this Agreement is cancelled by Customer for any reason before advertising is placed on the Display, Customer will pay as liquidated damages twenty percent (20%) of the total sum of all the Payments as liquidated damages; such amount is hereby conclusively agreed by the parties to approximate Fire Company's actual damages and that in such an event, Fire Company's actual damages would be extremely difficult or impossible to calculate. Fire Company shall have no obligation to display Customer's advertising on the Display at any time this Agreement is in Default.
- (5) **DISPUTES:** In the event of litigation, venue of any action shall be in Morris County, New Jersey. This Agreement shall be governed and construed in accordance with New Jersey law, without regard to its conflict of law's provisions. Fire Company shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. If Fire Company places this Agreement with a collection agency or an attorney for collection or enforcement, Customer shall pay all costs and expenses resulting there from, including reasonable attorneys' fees. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HERE, THE MAXIMUM LIABILITY OF FIRE COMPANY, IT'S MANAGING MEMBERS, OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO CUSTOMER FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CUSTOMER'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE MONTHLY PAYMENTS RECEIVED BY Fire Company, EXCEPT IN THE CASE OF FIRE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**
- (6) **INDEMNIFICATION:** Except to the extent of Fire Company's gross negligence or willful misconduct Customer shall indemnify, defend, and hold harmless Fire Company and its managing members, owners, officers, directors, employees, agents, and subcontractors from any and all claims, costs (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to this Agreement. This paragraph shall survive the expiration or earlier termination of this Agreement.
- (7) **TRANSFERS AND ASSIGNMENT:** If Customer sells or otherwise transfers ownership (or other rights) to its business assets, Customer shall deliver to Fire Company written notice of such intention at least thirty (30) days prior to closing on such sale or transfer. At the time of closing and with proceeds there from, Customer shall pay to Fire Company an amount equal to the sum of items (i) and (ii) of Section 6 above, unless Fire Company has previously agreed in writing to Customer's assignment of this Agreement. All the Terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties. Customer may not transfer its interests, rights, and obligations in this Agreement, nor shall Customer sublet or donate any advertising hereunder without the prior written consent of Fire Company. Fire Company may freely transfer its interests, rights, and obligations in this Agreement.
- (8) **AGENCY IS RESPONSIBLE:** If this Agreement is executed for Customer by an agency, Agency warrants and represents that it is fully authorized to enter into this Agreement for and in behalf of Customer. Agency hereby agrees to be jointly and severally liable with Customer for the full and faithful performance of Customer's obligations under this Agreement.

(9) MISCELLANEOUS PROVISIONS: (i) No statements made by Fire Company's agent(s) or employee(s) shall be binding unless incorporated herein in writing. (ii) The Monthly Payment includes displaying, posting, maintaining, etc., as specified on the 1st page of this Agreement. Production costs for Copy, if applicable, are not included in the Monthly Payment and Customer hereby agrees to pay for the same at Fire Company's standard rates, if applicable. (iii) Customer may request to add up to 7 days to the end of the Term if there is a delay in receiving the Initial Copy per paragraph C. (IV) Time is of the essence for all provisions of this Agreement. All past due amounts shall bear an annual interest rate of the lesser of eighteen (18) percent or the maximum rate allowed by law. (v) If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision, and the remaining provisions shall continue in full force and effect. Headings in this Agreement shall not be used to interpret the meaning of any provision hereunder and otherwise shall be given no legal effect.(vi) This document may be executed in several counterparts, each of which shall be treated an original, all of which shall constitute but one and the same instrument. This document is a complete integration and final expression of the Agreement between Fire Company and Customer, and may not be modifiedexcept by a subsequent written Agreement that is executed by authorized representatives of both parties. (vii) All references to time(s) of the day or day(s) shall be interpreted to mean the time of the day or day, whichever is applicable, in Morris County, NJ. (viii) where an Agency is involved, any refunds due to Customer hereunder shall exclude any payments previously made by Fire Company to Customer's Agency. (ix) In addition to the charges listed in this Agreement, Customer shall pay all applicable sales tax associated with such charges. (x)The parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement. (xi) Each of the parties has had sufficient time to review this Agreement and seek advice of counsel; no provision of this Agreement shall therefore be construed against the drafter.

(10) NOTICES. All notices shall be in writing and may be delivered by person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, by e-mail or facsimile transmission, and shall be deemed sufficiently given if given in the manner provided in this paragraph. The address noted adjacent to the applicable party's signature (if any) on this Agreement shall be that party's address for delivery or mailing of notices. A party may change its notices address any time upon notice to the other. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by email or facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt, provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT EFFECTIVE AS OF THE DATE SET FORTH ON THE 1st PAGE OF THIS AGREEMENT.

Customer

Jefferson Fire Company No. 2

Company: _____

Company: Jefferson Township Fire Company No. 2

Contact: _____

Contact: _____

Address: _____

Address:

P.O. Box 965

Lake Hopatcong, NJ 07849

City, State, Zip: _____

Phone: 973-663-0851

Business Phone: _____

Facsimile: 973-XXX-XXXX

eMail: _____

Email: advertising@jtfd2.com

Signature _____

Signature: _____

Date: _____

Date: _____