



Fort Wayne Public Transportation Corporation
 801 Leesburg Road
 Fort Wayne, IN 46808
 (260)432-4977 / (260)436-7729 (fax)

Transit Advertising Contract

Date: _____

Advertised Products/Company: _____

Contact Person: _____

Address: _____

City/State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

The undersigned advertiser/ company hereby contracts with Citilink for the posting and maintenance of exterior bus signs, interior bus cards, or other advertising materials, on behalf of the advertiser and for the product(s) named herein, and according to the Terms and Conditions set forth on page two.

Scheduled installation date: _____ Effective Dates: _____ thru _____

Display Space Rental Charges

Display Title	Size of Display	Number of Displays	Monthly Rate	Number of Months	Total Cost

*Advertisers will provide & store their own promotional materials for display.

Special Instructions, Charges or Credits (explain):

Accepted for Citilink:

Accepted for Advertiser/Company:

Signature: _____

Signature: _____

Date: _____

Date: _____

Terms and Conditions of Advertising Service

1. The Advertiser agrees to furnish cards or posters for said advertising and deliver the same to Citilink at least two (2) working days before the installation date, without expense to Citilink. The text and illustrations on cards and/or posters and the paper and/or other display material shall be subject to prior approval by Citilink and their decision as to acceptability shall be final.
2. Loss of service due to failure of the Advertiser to furnish cards or posters, as provided above for installation on the stated commencement date, shall be the Advertiser's loss. Other delays in commencing contracted service, or the omission of cards or posters from a reasonable number of vehicles, shall not constitute a violation of this contract, but the Advertiser shall be entitled upon either of such happenings a pro-rata credit or, at the option of Citilink, an extension of the term of the service equivalent to the delay or omission.
3. Should the Advertiser's cards or posters be damaged, defaced, mutilated or spoiled by reason of storm, floods, strikes, ordinary wear and tear, or any other cause; replacement cards or posters shall be furnished by the Advertiser, upon Citilink's request, without liability or expenses on the part of Citilink.
4. The Advertiser shall indemnify and save harmless Citilink against any liability to which they may be subjected by reason of the advertising material displayed under this contract; including, but not limited to, liability for infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, as well as all reasonable costs, including attorney's fees, for defending any such action or actions.
5. Loss of service due to strike, lockout, fire, flood, riot, or other causes beyond the control of Citilink shall not constitute a breach of this agreement, but in such event the Advertiser shall be entitled to a pro rata credit for such loss, or, at the option of Citilink, to additional service or an extension of the term of service equivalent to the service loss.
6. To be accepted, advertising must comply with the established Policy Governing all Advertising in or upon Citilink Vehicles and Facilities (Exhibit I). In the event Citilink, or its representatives, shall subsequently disapprove any advertisement, Citilink shall have the right to remove said advertisement forthwith. Citilink accepts this contract subject to all federal, state, and municipal laws and regulations with respect to the advertising mater to be displayed. In the event such advertising becomes illegal, Citilink reserves the right to terminate same, and the Advertiser shall receive a pro rata credit from the date of removal.
7. Citilink reserves the right to cancel this contract at any time upon default by the Advertiser in the payment of bills or in the event of any material violation or breach on the part of the Advertiser of any of the conditions herein named. Upon such a cancellation, all advertising done hereunder; including, unpaid short term rates or other charges under this contract shall become immediately due and payable. In case of delinquency of payment, waiver by Citilink of any specific breach of this agreement by the Advertiser shall not prejudice the rights of Citilink hereunder with respect to any breach not specifically waived by Citilink. In the event of any such breach, Citilink shall be discharged from any obligation to longer display the Advertiser's copy; and in the event of suit for the collection of unpaid accounts, all costs of suit, including reasonable attorney's fees shall be added to the monies owed. Terms – 30 days from date of invoice.
8. Citilink shall not be held responsible for the cards or posters not called for by the Advertiser within thirty (30) days after expiration of the contract.
9. This contract becomes effective when executed by Citilink and contains the agreement of the parties, and no other representation or assurances, verbal or written, shall effect or alter the obligation of either party.
10. Either party may cancel this contract without prejudice after completing any month's service by giving at least sixty (60) days notice. The advertiser shall pay the short term rate as published as applicable.
11. Any bill rendered to the Advertiser shall be conclusive as to the correctness of the items therein set forth and shall constitute an account stated unless written objection is made by the Advertiser within thirty (30) days.
12. If Advertiser fails to pay sums due under this contract, Advertiser agrees to pay all costs of collection incurred by Citilink including court costs and reasonable attorney's fees.

This contract has been reduced to writing and has been executed by the Advertiser and afterwards by Citilink. It contains all of the agreements and representations of the parties hereto, and no representation or promise not set forth shall affect the obligation of either party.