

mcNutt&company, llc

creative solutions / concept arts

p.o. box 2708 • auburn, alabama 36831

p: 334.501.4807 • 800.501.6750 • f: 334.501.4808

e: ads@leadershipbycreativity.com

New Customer Contract

Renewal Contract

Salesman: _____

(ON CAMPUS) TIGER TRANSIT DISPLAY ADVERTISING ORDER

Department Representative ("Customer") hereby authorizes and instructs McNutt & Company, LLC ("Company") to post and maintain the Tiger Transit Display Advertising herein upon the following terms:

Customer: _____

Address: _____

Contact Name: _____

Phone: _____ Fax: _____

Email: _____

Advertiser: _____

Display Date(s): _____

Fall Semester (6 months)* Spring Semester (6 months)*

*Summer Semester is incorporated within the Fall and Spring Semester time periods.

About The Tiger Transit Advertising Inventory

Tiger Transit Advertising is made available to provide funding for AUBURN UNIVERSITY SCHOLARSHIPS. All contracts will be handled accordingly. Tiger Transit offers 67 buses that operate on nineteen lines for the Fall and Spring semesters. Twelve lines begin and end at Haley Center, one line begins and ends at Terrell Dining Hall, one line begins and ends at the Jule Collins Smith Art Museum, one line begins and ends at the Stadium Deck, and four lines begin and end at the Mell Street Station. Summer transit schedules offer reduced service and are subject to change based on passenger demand. On Campus PSA's are reserved 15% availability and are reserved on a first come - first served basis. SEE REVERSE FOR DETAILS.

Transit Lines Schedule for Fall and Spring Semesters

Regular daytime lines M - F 7:00 a.m. - 6:00 p.m.

External Night Transit* M - F 6:15 p.m. - 10:00 p.m.

*See individual line pages for more information.

Transit Lines Schedule for Summer Semester*

Regular daytime lines M - F 7:00 a.m. - 5:00 p.m.

External Night Transit* M - F 5:15 p.m. - 8:00 p.m.

*Summer Semester is incorporated in the Fall and Spring Semester time periods.

Semester Months for Advertising Placement

Spring Semester (January - June)

Fall Semester (July - December)

Ad Location	Ad Size	Total Ads	Ad Production Rate	Display Term	Ad Rate Per Term	Subtotal
Curb Side	120" x 18"	_____	\$235 x ()	<input type="checkbox"/> F <input type="checkbox"/> S	<input type="checkbox"/> \$300 <input type="checkbox"/> \$600	_____
Driver Side	120" x 18"	_____	\$235 x ()	<input type="checkbox"/> F <input type="checkbox"/> S	<input type="checkbox"/> \$300 <input type="checkbox"/> \$600	_____
Rear	48" x 18"	_____	\$100 x ()	<input type="checkbox"/> F <input type="checkbox"/> S	<input type="checkbox"/> \$125 <input type="checkbox"/> \$250	_____
Interior	17" x 11"	_____	\$35 x ()	<input type="checkbox"/> F <input type="checkbox"/> S	<input type="checkbox"/> \$50 <input type="checkbox"/> \$100	_____
Other	_____	_____	_____	<input type="checkbox"/> F <input type="checkbox"/> S	_____	_____
Monthly Ads	_____	_____	_____	Month To Month	(x 25%) _____	_____

▶ PLEASE REMIT PAYMENT TO: **McNutt & Company, LLC**
P.O. Box 2708
Auburn, Alabama 36831-2708

PRODUCTION SUBTOTAL: _____

TOTAL AMOUNT DUE: _____

NOTE: All advertisements placed in connection with this contract will be labeled with the following tagline: "Proceeds from the placement of this message benefit AUBURN UNIVERSITY SCHOLARSHIPS".

Department Representative ("Customer") acknowledges that the foregoing order is subject to the terms and conditions on the reverse side of this order form.

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Title: _____

Questions? Contact: ads@leadershipbycreativity.com • www.leadershipbycreativity.com • 800.501.6750

McNutt & Company Creative Solutions, LLC Standard Terms and Conditions

- 1. – AGREEMENT** McNutt & Company, LLC (“Company”), pursuant to a contract with *AUBURN UNIVERSITY* (“AU”), agrees to provide the advertising as indicated on the order form which is part of this contract. The Customer shall purchase the advertising at the rate listed and for the duration specified on the contract incorporated herein by reference and made a part of this agreement. The signing of the contract by Advertiser/Agency (“Customer”) indicates acceptance and shall not be modified or amended except in writing and signed by both parties. **On Campus PSA’s may be pulled at any time to allow for retail advertising space.**
- 2. – ARTWORK & PLACEMENT** Company will design, produce and install artwork on behalf of Customer. Customer will supply Company with production/installation ready artwork according to the specifications described if not using the design/creative services of Company. Except as otherwise expressly provided in the contract, positioning of advertisements on Tiger Transit is at the sole discretion of the Company. Customer acknowledges that Company has not made any guarantees with respect to usage statistics or levels of impressions for any advertising except where expressly stated in the contract. Company provides Customer with estimated impressions only as a courtesy to the Customer and shall not be held liable for any claims relating to said usage statistics. Any information collected by the Company, or its site vendors, relating to users or Customer’s advertisement shall be property of the Company, and Customer shall not obtain any rights in such information by virtue of this agreement.
- 3. – ACCEPTANCE OF ADVERTISEMENTS** The Company may, at its sole discretion, reject any advertisements.
- 4. – TERMS FOR PAYMENT** All invoices/contracts are due upon receipt. All production charges, installation charges and monthly rental fees are due, payment in full as invoiced at the signing of this contract. Advertising will NOT be created, produced or placed until Company receives payment in full. The Customer representative accepting this contract shall be responsible for all payments and obligations hereunder, regardless of the fact that such person may be acting as an agent, broker or other intermediary and whether or not the principal is disclosed to the company.
- 5. – DEFAULT IN PAYMENT** The client shall assume responsibility for all collection of legal fees necessitated by default in payment.
- 6. – INDEMNIFICATION** The Customer shall indemnify and hold harmless Company from any and all loss, cost and expense and damages (including court costs and reasonable attorney fees) on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against Company on grounds alleging work produced by Company on Customer’s behalf violates any copyrights or any proprietary right of any person, or that it contains any matter that is libelous, obscene or scandalous, or invades any person’s right to privacy or other personal rights. The Customer agrees, at the Customers’s own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against Company, provided that Company shall promptly notify the Customer with respect thereto, and provided further that Company shall give the client such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.
- 7. – COPYRIGHT** All advertising, which represents the creative effort of the Company and/or the utilization of creativity, illustrations, labor, composition, or material furnished by it, is and remains the property of the Company, including all rights of copyright therein. Customer understands and agrees that it cannot authorize reproductions, in whole or in part, of any such advertising.
- 8. – CHANGES & DELAYS** The Customer shall be responsible for making additional payments for changes requested by the Customer in original assignment. However, no additional payment shall be made for changes required to conform to the original assignment description. The Customer shall offer Company the first opportunity to make any changes. All changes, additions or deletions will not be considered agreed to or binding to the other unless such modifications have been either initialed or approved in writing by both parties. No display period will be extended, and Customer will pay for the full display period, if display is delayed because Customer fails to provide approved artwork to Company at least ten (10) business days prior to the display date specified on this contract. Customer shall be solely responsible for the design and quality of artwork provided to company in connection with this contract.
- 9. – REJECTION OF ADVERTISEMENT** Company reserves the right to not run any advertisement that is received and that is not in accordance with Company’s policies. In addition, Company reserves the right to reject or cancel any advertisement, order or reservation at any time.
- 10. – PRINTED WORK** The Customer acknowledges differences in color proofing and color printing technologies and a reasonable variation in color between any and all proofs and the completed job constitutes acceptable delivery.
- 11. – CANCELLATION** In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by Company, and a cancellation fee for work completed, based on this original contract price and expenses already incurred, shall be paid in full by the Customer.
- 12. – LIMITATION ON LIABILITY** Customer assumes all liability for content of advertising, and agrees to hold harmless, and will indemnify Company from all claims, losses, judgments, and damages arising there from. Liability for typographical errors, wrong insertions, late publications, and/or non-publication, non-performance due to Acts of God, as well as all other matters Customer might raise relevant to this contract, is limited to the amount charged to the Customer by Company for the applicable advertisement. Claims for an allowance for such matters must be made within seven (7) days of the matters first occurrence. **LIMITATION OF LIABILITY.** Company’s liability is limited in all cases to the return of the charges made for the applicable advertising. **THIS LIMITATION OF LIABILITY IS A CONDITION FOR THE ACCEPTANCE OF ANY ADVERTISING BY THE COMPANY. IN NO EVENT SHALL MCNUTT & COMPANY, LLC BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR UNREALIZED BUSINESS OPPORTUNITY, ARISING OUT OF THIS AGREEMENT OR THE PUBLICATION OF OR FAILURE TO PUBLISH ANY ADVERTISEMENT, WHETHER OR NOT THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. CUSTOMER FURTHER AGREES THAT THE COMPANY WILL NOT BE LIABLE FOR ANY LOSSES, COSTS, OR DAMAGES THAT MAY ARISE FROM CUSTOMER’S USE OF COMPANY’S AD MANAGEMENT SERVICES ON TIGER TRANSIT AND THAT THE COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES.**
- 13. – FORCE MAJEURE** Each party hereto shall be excused from liability to perform its obligations hereunder where such failure results from delays caused by Acts of God, fires, floods, strikes, work stoppages, controls or regulation of federal, state, or local governments, or other causes beyond its reasonable control.
- 14. – ASSIGNMENT** This Contract Agreement may not be assigned or transferred by the Customer.
- 15. – RIGHTS & RESTRICTIONS** This contract does not in any way provide Company or Customer with any advertising rights related to Auburn University, Auburn University Athletics programs or prevent Auburn University from complying with any contract executed by the University related to Auburn University athletics, its marks, coaches’ likenesses or associated inventory. The advertising space provided through Tiger Transit is intended to be a non-public forum used solely for the purpose of commercial advertising for the generation of scholarship revenues. Such inventory is not to be used for the publication of advertisements promoting illegal activity or social, religious or political views. The execution of this contract does not result in the transfer, assignment or licensure of any Auburn University logos, trademarks or other intellectual property (“AU Intellectual Property”). AU Intellectual property may only be used upon express compliance with licensure requirements related thereto.
- 16. – CONFIDENTIALITY** It is expressly agreed that neither Customer, nor Company, nor their respective agents and representatives, shall disclose in any manner the terms and conditions of this Agreement to anyone not a party to it.
- 17. – This Agreement is governed by the laws of the State of Alabama.**
- 18. – By signing, I certify that I am the owner or authorized representative of the Customer, and I hereby grant on behalf of the Customer its express permission and consent to receive advertising offers and other information via direct mail, telephone, email, and facsimile transmission from McNutt & Company Creative Solutions, LLC or any other business operated by the Company. I agree that such information may be transmitted to the mailing and email address(es), telephone number(s) and facsimile number(s) listed on the front of this agreement or to any other contact addresses and numbers used by the Customer.**
- 19. – The Customer has read and agrees to the Terms and Conditions by the signature on the front of this contract.**
- 20. – This agreement is fully executed upon the acceptance by both parties’ signatures.**