

Terms and Conditions

1. **Premises.** The Martha's Vineyard Airport (MVY) hereby grants to Advertiser/Agency a license to use the advertising space at Martha's Vineyard Airport (the "Airport") as shown on Exhibit A ("the Licensed Space"). MVY reserves the right to assign Advertiser/Agency a different advertising space as necessary to accommodate Airport terminal or related facilities construction or other Airport-related requirements. Any such relocation shall be at MVY's sole direction and expense.

2. **Term.** This agreement shall be fully valid upon signing regardless of the payment status of advertiser. The initial Term of this Agreement and Commencement Date of the Initial Term are stated on the first sheet of this Agreement. This Agreement shall automatically renew for consecutive calendar months beyond the Initial Term ("Renewal Terms") This Agreement may only be terminated (by any party) with 30 days written notice effective the last day of the Initial Term or, thereafter, effect the last day of any calendar month, except as otherwise provided below. Advertiser/Agency agrees to remove all advertising or display material immediately after the termination of this Contract and restore the Licensed Space to the condition that existed immediately prior to the commencing of this Contract. If it does not do so, MVY may do so without liability to the Advertiser/Agency and at Advertiser/Agency's sole expense.

3. **Fees.** Advertiser/Agency shall pay Martha's Vineyard Airport monthly, without invoice or demand therefore, its monthly license fee in advance on or before the first (1st) day of each month. Advertiser/Agency shall be deemed delinquent if such payments are not received by Martha's Vineyard Airport by the seventh (7th) day of the month in which they are due." Except as may otherwise be agreed in writing by the Airport Director of MVY or duly authorized designee or expressly provided in this Contract, no event or situation during the term of this Contract, whether foreseen or unforeseen, and however extraordinary, shall relieve Advertiser/Agency from its obligations hereunder to pay the license fee, or entitle Advertiser/Agency to an abatement or offset of the license fee; and Advertiser/Agency waives any rights now or hereafter available at law or in equity to any abatement, diminution, reduction, offset, or suspension of the license fee for any reason. All fees are for use of Licensed Space only, and do not include cost of designing, producing, delivering and installing of material. Fees indicated in this Contract are not subject to advertising agency commission.

4. **Late Payment Finance Charges.** If any payment required hereunder by Advertiser/Agency is not made within fifteen (15) days of the due date, Advertiser/Agency shall pay monthly finance charges on the unpaid amount at the lesser of one and one-half percent per month (eighteen percent per annum) from the payment due date until paid in full. If any check tendered by Advertiser/Agency in payment of fees or charges under this Contract is not paid upon presentation by Advertiser/Agency's bank, MVY may, upon written notice to Advertiser/Agency, require all future payment to be made by certified check, money order, or other means to ensure payment of good funds.

5. **Bus Wrap Security Deposit.** Advertiser/Agency shall pay MVY at the time of signing of this Agreement the amount of \$3,000 as a security deposit for purchasing a bus wrap, which security deposit shall be held by MVY, without obligation for interest, as security for the performance of Advertiser/Agency's covenants and obligations under this Agreement. The security deposit shall be returned to Advertiser/Agency after the Expiration Date and delivery of the Licensed Space to MVY in the condition required under this Agreement.

6. **Assignment.** Advertiser/Agency may not assign any interest in the Licensed Space or this Contract.

7. **Display Content and Approval.** All advertisements, including the text, content and graphics, shall be approved by MVY prior to installation. Advertisements shall not contain material which MVY deems is inappropriate, immoral, offensive or objectionable. Any additional electrical installation required for the advertisement shall be approved and coordinated with MVY personnel. Advertiser/Agency warrants that the advertisement does not contain any material that shall infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render MVY liable to any claims or proceedings whatsoever. The advertisement must comply with all federal, state and local laws and regulations.

8. **Display Material and Installation.** Advertiser/Agency will be responsible for preparation and delivery of display material to designated Airport production companies without expense to MVY at the required minimum time communicated by MVY before the date of commencement of Contract or desired date of change. If Advertiser/Agency's materials are not received by the required date, MVY is authorized at its sole option to leave vacant or use substitute display material in Licensed Space and Advertiser/Agency agrees that it will pay for such use of the Licensed Space.

9. **Equipment and Maintenance.** Wall cases, displays and monitors are the property of MVY unless noted otherwise in this Contract. Routine cleaning and maintenance of standard illumination is included by MVY in the license fee. Advertiser/Agency shall supply replacements for any damaged or defaced display materials and provide for the installation of any defective materials.

10. **Airport Not Liable for Damage.** MVY shall not be liable to Advertiser/Agency for any damage either to person or property, sustained by Advertiser/Agency or by other persons, due to the Airport or any improvements thereon or any parts thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident in or about the Airport, or due to any act or neglect of any lessee or occupant of the Airport, or of any other person. Without limiting the generality of the foregoing, MVY shall not be liable for damage caused by water, steam, sewerage, gas, bursting or leaking of pipes or plumbing or electrical causes, or the negligence of contractors, employees, agents or licensees of MVY, unless the damage is proved to be the result of the sole negligence or willful misconduct of MVY.

11. **Indemnification.** To the fullest extent permitted by law, Advertiser/Agency shall indemnify, defend (at Advertiser/Agency's sole expense) and hold harmless MVY, its Commissioners, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims, demands, damages, actions, causes of action, suits, losses, obligations, judgments and any liabilities, costs and expenses (including attorneys' fees) which arise or are in any way connected with the Advertiser/Agency's activities, items or advertisements displayed, or services provided under this Contract. This indemnification obligation shall survive termination or expiration of this Agreement. Advertiser and Agency shall be jointly and severally liable for the performance of the Advertiser/Agency's obligations under this Contract and under this Section 11.

12. **Default.** In the event of a default by Advertiser/Agency in the performance of any covenant, term, condition, or obligation or violation of any term of this Contract and such default is not corrected within fifteen (15) days after written notice to Advertiser/Agency by MVY; MVY may pursue any and all legal remedies available, including termination of this Contract.

13. **Termination without Cause.** MVY may terminate this Contract at will, without cause, at any time, upon thirty (30) days prior written notice of termination to Advertiser/Agency. In the event MVY terminates this Contract without cause Advertiser/Agency shall pay the monthly license fee, prorated through the day of termination, within 30 days after the date of billing.

Initials: MVY _____

14. **Notices.** All notices given or to be given by either party to the other shall be given in writing, sent certified mail, return receipt requested to the address listed in page 1 of this agreement.

15. **Rules and Regulations.** Advertiser/Agency shall observe and obey all rules and regulations adopted by MVY.

16. **Nondiscrimination.** During the performance of this Contract, the Advertiser/Agency, for itself and its successors and assigns, agrees as follows:

a. **Compliance with Regulations.** The Advertiser/Agency shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereafter, the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

b. **Nondiscrimination.** The Advertiser/Agency, with regard to the work performed by it during this Contract, shall not discriminate on the grounds of race, color, national origin, sex or creed in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Advertiser/Agency shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

c. **Solicitations for Subcontractors, including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Advertiser/Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the Advertiser/Agency of the Advertiser/Agency's obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, color, national origin, sex or creed.

d. **Information and Reports.** The Advertiser/Agency shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MVY or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Advertiser/Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Advertiser/Agency shall so certify to MVY or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance.** In the event of Advertiser/Agency's noncompliance with the nondiscrimination provisions of this Contract, MVY shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (i.) Withholding of payments to the Advertiser/Agency under the Contract until the Advertiser/Agency complies, and /or (ii.) Cancellation, termination, or suspension of the Contract, in whole or in part.

f. **Incorporation of Provisions.** The Advertiser/Agency shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Advertiser/Agency shall take such action with respect to any subcontract or procurement as MVY or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Advertiser/Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Advertiser/Agency may request MVY to enter into such litigation to protect the interests of MVY and, in addition, the Advertiser/Agency may request the United States to enter into such litigation to protect the interests of the United States.

g. **Compliance with Applicable Law.** When Applicable Law requires, the Advertiser/Agency shall comply with the following: the Advertiser/Agency assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Advertiser/Agency or its transferee for the period during which Federal assistance is extended to the airport program except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by MVY or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar Services or benefits; or (b) the period during which MVY or any transferee retains ownership or possession of the property. As applicable, this provision binds the Advertiser/Agency from the bid solicitation period through the completion of this Contract.

17. **Place of Performance, Governing Law and Choice of Venue.** The place of performance of this Contract shall be in Dukes County, Massachusetts. This Contract shall be construed and interpreted pursuant to the laws of Massachusetts. Venue for any dispute or suit concerning this Contract shall be in Dukes County, Massachusetts.

18. **Amendments.** This Contract may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties to this Contract.

19. **Merger.** This Contract represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Contract is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.

20. **Waiver.** The failure of MVY or Advertiser/Agency to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Contract.

21. **Successors in Interest.** The terms, covenants and conditions of this Contract apply to and are binding on the permitted successors and assigns of the parties to this Contract.

22. **Counterparts and Electronic Signatures.** This Contract may be executed in one or more counterparts, each of which is an original but all of which together shall constitute one and the same instrument. However, in making proof hereof it will be necessary to produce only one copy hereof signed by the party to be charged. Facsimile or electronic (PDF) signatures of this Contract shall have the same validity as an original hand signed instrument.

Advertiser/Agency _____