

**EASTMONT METROPOLITAN PARK DISTRICT
EASTMONT COMMUNITY PARK**

ADVERTISING AGREEMENT

This Agreement is made between Eastmont Metropolitan Park District (EMPD) and the undersigned Advertiser, _____ (the "Advertiser") _____ (Phone) _____, the parties agree as follows:

1. EMPD hereby grants Advertiser the non-exclusive right to post and display _____ () four by eight foot (4' x 8') advertising sign(s) at Eastmont Community Park, Field # _____, space # _____, on the following terms and conditions:

- a. The sign shall be posted on the interior of the outfield fence facing the infield.
- b. The sign shall not be illuminated or neon.
- c. The Advertiser shall pay all expenses for sign production.
- d. Sign construction, materials, layout, content and colors shall be approved by EMPD prior to posting. Sign material shall be aluminum faced with a plastic core, Dibond or an equivalent.
- e. All advertising content shall be approved by EMPD. Advertising of alcoholic beverages and tobacco products is expressly prohibited.
- f. In the event the Advertiser wishes to change the layout, content and/or colors of the posted sign, it may do so at its sole expense and in accordance with this paragraph.

2. EMPD shall maintain the posted sign. The Advertiser shall be responsible for all repairs or replacement required by normal wear and tear, weather, vandalism and theft.

3. This is an annual agreement that commences on **January 1, 2005**, and ends on **December 31, 2005**. At the conclusion of this term, the Advertiser has the option to renew this Agreement. Payment of subsequent advertising fees shall constitute the renewal of this agreement. Should Advertiser decide not to renew this Agreement, the posted sign shall be removed by EMPD and returned to the Advertiser.

4. The Advertiser shall pay an advertising fee of \$ _____ (_____). The initial advertising fee shall be paid upon signing this Agreement, and prior to posting the sign. Advertising for less than one year may be prorated.

5. The Advertiser shall indemnify, defend and hold EMPD, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including EMPD's attorney's fees, claimed to be arising out of or resulting from this Agreement.

Advertiser initials acknowledges indemnity terms _____.

6. Time is of the essence of this Agreement. EMPD and the Advertiser shall each designate the person who has the authority and responsibility for administering this Agreement. All notices regarding the performance or interpretation of this Agreement shall be served on such person.

7. A waiver of any term or condition of this Agreement must be in writing and signed by the party. Any express or implied waiver of a term or condition of this Agreement shall apply

only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

8. The Advertiser may not assign its rights or delegate its duties under this Agreement. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

9. This Agreement constitutes the entire agreement between EMPD and the Advertiser. There are no understandings or agreements between EMPD and the Advertiser other than those set forth in this Agreement. No other statement, representation or promise has been made to induce either party to enter into this Agreement. This Agreement may only be modified in a writing signed by the parties.

10. This Agreement shall be governed exclusively by the laws of the State of Washington. Any court of competent jurisdiction in Douglas County, Washington, shall be the sole venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

DATED: _____

Signature and Title of Authorized
Representative on Behalf of Advertiser

Advertiser Name

Print Name of Representative

Mailing Address

Representative Telephone Number(s)

City State Zip

WITNESS:

Signature of Witness

Print name of Witness

DATED: _____

**EASTMONT METROPOLITAN PARK DISTRICT
BOARD OF DIRECTORS**

EMPD Chair or Vice Chair

Print Name: _____

EMPD DIRECTOR:

David Schwab

WITNESS:

Signature of Witness

Print Name of Witness

Date Contract sent for Advertiser's Signature ____/____/____