

Agreement for Twin Oaks Park Advertising New Chicago Parks

THIS AGREEMENT is made, executed, and entered into effective the _____ day of _____ 20__ by and between The Town of New Chicago Parks, a municipal corporation, hereinafter referred to as "Park" and _____, hereinafter referred to as "Business".

Section 1 - Recitals

Park and Business agree that this Agreement herein is made in accordance with the following recitals:

Subsection A. Park is the owner of the fence of Twin Oaks Park, located at 3101 Huntington Ave, Hobart, IN 46342, and desires to allow Business to utilize said fence for the purpose of displaying an advertising banner(s) in accordance with the terms and conditions set forth herein.

Subsection B. Park and Business agree that the performance of this Agreement is necessarily contingent upon continued federal, state and local funding of Park's operation of the property located at 3101 Huntington Ave, Hobart, IN 46342.

Subsection C. Park and Business agree that it is mutually advantageous for them to set forth their respective obligations and agreements in their entirety in writing in this Agreement.

Section 2 - Term

The contract shall be for an initial term of **one (1) year commencing on the effective date listed above commencing through to the same date of the following year**, at which time may be renewed, year by year upon agreement of both parties.

Three (3) year and (5) year terms are also available and will receive a discount of five percent (5%) for a three (3) year term and ten percent (10%) for a five (5) year term.

Section 3 - Advertising Fee

Park and Business agree that the fee for Business advertising on the Park's fence shall be determined in accordance with the following.

Subsection A - Fee The Business agrees to pay to the Park \$100 - \$300/year/location for the one (1) year, three (3), or five (5) year term of the contract for advertising utilized on the outside of the fence facing Twin Oaks Park parking lot, Tyler St., Lake Park Ave., and 31st Ave. based on the fee structure outlined in Appendix #2 and based upon the availability of advertising locations.

Payments shall be made yearly for all one (1) year terms. Payments for three (3) year and five (5) year terms shall be paid in full at the start of the term. The Park shall provide an invoice 30 days prior to renewal of the contract. Payments more than 60 days overdue may be subject to a 1.75% late fee. All payments shall be made to Park at the following address: **New Chicago Town Hall, Town of New Chicago, 122 Huber Blvd, Hobart, IN 46342** and shall specify by reference that said payment is applicable to the Park Department. The obligation of Business to make payments shall be absolute and unconditional in all events notwithstanding any dispute between Park and Business or between Business and any other person or entity. Business shall make all payments required hereunder when

due and shall not withhold any payment pending final resolution of such dispute nor shall Business assert any right of set off or counterclaim against its obligation to make such payments.

Business shall be responsible for any damages to the fence due to banner installation or removal as per Section 15 of this agreement.

Section 4 - Conditions

Park and Business agree that Business shall be allowed to utilize the Park's fence under this Agreement for the purpose of exterior display of advertising materials to the following conditions:

Subsection A - Advertisement Subject to Approval. The size, form, wording, illustration, and style of all advertisement stories be placed on Park's fence pursuant to this Agreement shall at all times be subject to the advance approval of the Park, and the Park reserves the right to reject any advertisement. Any advertisement of an objectionable character which is placed in or on a fence shall be immediately removed by the Business at the request of the Park at the expense of the Business. Park and Business hereby agree to certain restrictions as to advertising and a list of preapproved advertisers which are set forth in Appendix #1 which is attached to and incorporated by reference in this Agreement as if set forth in full. It is agreed between Park and Business that this Appendix may from time to time be amended by the Park at Park's sole and exclusive discretion.

Subsection B - Advertising Space. Park shall make available to Business exterior space for the purpose of displaying advertising banners. Should there remain advertising space which is unsold; the Park may utilize this space for public spirited messages which expense shall be borne by the Park or the party displaying the message. If the Park does not use the unused space for public spirited messages, no other advertising or messages will be displayed in those locations unless sold or used by Park. This contract shall not apply to advertising with the interior of the fence and the Park retains all rights with respect to such interior advertising or advertising on any other exterior portions of the fence. The Park also retains all rights with respect to exterior advertising on fences not utilized by the Business as per this contract.

The Business at the sole and exclusive expense of the Business shall install any advertising banner on the fence. No part of said banner can interfere with locations adjacent to the location that was purchased by Business unless otherwise also purchased by Business.

All advertisements shall be maintained by the Business to retain a pleasant, neat, and clean appearance. The Park may request the Business to repair or replace advertisements that the Park deems to be unkempt, peeling, faded or the like. Any repairs or replacements will be made within two (2) weeks of receipt of a written request from the Park, such repairs or replacements shall be at the sole and exclusive expense of the Business. Business will endeavor to promptly remove dated advertisements, such as ads for events that have expired or already occurred. Repairs will be made by Business.

Subsection C - Access to Fence. For the purposes of ad placement, the Business shall be provided access to the fence at the Park's property during reasonable hours, based on board member availability. The Business is required to give the Park board personnel at least three (3) days advance notice of the date and time for ad placement.

Subsection D - Ownership of Advertising Banners. Upon termination of the agreement, or upon expiration of the term of this agreement, any advertising banner shall immediately revert to the ownership of the Park or be removed by Business within ten (10) working days.

Section 5 - Default

If either part hereto shall default in the performance of any of the terms and conditions of this Agreement, then the other party may terminate this Agreement by giving the defaulting party a written notice of intention to terminate thirty (30) days in advance of the actual date of termination. Upon termination of this Agreement, as provided for herein, only upon request the Park the defaulting party shall immediately remove all advertising banners placed on Park's fences pursuant to this Agreement from such fences, and, on the failure of the defaulting party promptly to remove such banners, the party terminating this Agreement may remove them at the expense of the defaulting party.

Section 6 - Termination

All advertising contracts between the Business and Park will expire on the date of the term established in Section 2 of this agreement unless renewed prior to this time. Contracts may also be terminated if the following arise:

Subsection A - Insufficient Federal, State, or Local Funding. Park shall have the right to terminate this Agreement in the event of the Town Council of the Town of New Chicago determines at any time there are insufficient federal, state, or local funding existing for the Park to operate its properties as part of the New Chicago Parks Department.

Subsection B - Legal Impossibilities/Regulatory Prohibition. Park shall have the right to terminate this Agreement in the event the Town Council of the Town of New Chicago determines at any time not to operate Park properties as part of the New Chicago Parks due to legal issues or regulatory prohibitions imposed by state or federal agencies or commission.

Subsection C - Best Interest of Park. Park shall have the right to terminate this Agreement in the event the Town Council of the Town of New Chicago determines at any time that it is not in the best interest of the Park to operate its properties.

Section 7 - Compliance with Laws and Regulation

Business accepts this Agreement subject to all federal, state, and municipal laws and regulations with respect to the advertising matter to be displayed. In the event such advertising becomes illegal or a request is received to terminate the advertising from any federal, state, or local agency or commission, the Party's reserve the right to terminate same.

Section 8 - Indemnification

Business agrees to indemnify and save harmless the Park from and against all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person or property sustained by anyone arising out of Business's utilization of Park's fences for displaying advertising materials, including claims for infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or unfair trade practices.

Section 9 - Assignment

Business shall not by operation of law or otherwise assign any of its obligations, duties, or responsibilities under the Agreement to any other person, party, or entity without Park's prior written consent in each instance.

Section 10 - Successor and Assigns

Park and Business agree that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties there in any statutes, regulations, ordinances, Town Code provisions, or Town Charter provisions applicable thereto.

Section 11 - Written Notices of Other Correspondence

Any written notice or other correspondence to be provided by or between the Park and the Business in accordance with the Agreement shall be either hand delivered or mailed by registered or certified mail to the following addresses:

Park: Town of New Chicago - Park Department
C/O New Chicago Park Board President
122 Huber Blvd.
Hobart, IN 46342

Business: _____ (Business Name)
Attention: _____ (Business Rep)
_____ (Street Address)
_____, _____, _____ (City/State/Zip)

Section 12 - Waiver of Default

Any waiver by Park or Business of a default under the provisions of this Agreement shall not operate or be construed as a waiver of a subsequent default. No waiver shall be valid unless reduced to writing and signed by each of the parties.

Section 13 - Invalidity of Provisions

If any term or provision of this Agreement or any application hereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected hereby and each term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 14 - Entire Agreement

This Agreement herein contains the entire and only agreement between the Park and Business and no oral statements or representations or prior written matter not contained in this Agreement shall have any force or effect. This Agreement shall not be modified in any way except in writing executed by both Park and Business.

Section 15 - Damages

In the event of an accident or incident that causes damage to the Business's advertising material it shall be the sole responsibility of the Business to repair or replace the advertising materials at their cost. At no time shall the Park be responsible to incur any costs for any damages to the Business's advertising material.

Section 16 - Governing Law

This Agreement shall be governed by the provisions hereof and by the laws of the State of Indiana, as the same from time to time exists.

IN WITNESS WHEREOF, the undersigned hereto have set their hands as of the day and year first above written.

Town of New Chicago Parks:

Signature: _____

Printed Name: _____
Parks Board Member

Attest:

Signature: _____

Printed Name: _____
Clerk Treasurer

Business: _____

Signature: _____

Printed Name: _____

Appendix #1

The following types of advertising will specifically not be permitted:

1. Political, religious, moral, or social issues.
2. Hygiene products of a very personal nature.
3. Sexual overtone messages (x-rated movies, massage parlors, etc.)
4. Direct or overt anti-park advertisements.
5. Advertising found to be in violation of federal, state, or local laws.
6. Obscene, vulgar, rude, dirty or salacious advertising.
7. Advertising the use or purchase of drugs or alcohol.

The following is a pre-approved listing of potential advertisers:

1. None as of the time of the creation of this document.

Appendix #2

The payment for the contract period should be the day of the initial signing of the Agreement between Park and Business and by the last day of the current signed Agreement between Park and Business if the contract is being renewed.

The schedule of fees are as follows:

	Position #	Name	Amount
Name: Basketball Court			
	1	Basketball Court	\$100
	2	Basketball Court	\$100
	3	Basketball Court	\$100
	4	Basketball Court	\$100
	5	Basketball Court	\$100
	6	Basketball Court	\$200
	7	Basketball Court	\$200
	8	Basketball Court	\$200
	9	Basketball Court	\$300
	10	Basketball Court	\$300
Tyler St	11	Basketball Court	\$300
	12	Basketball Court	\$300
	1	Tyler St	\$300
	2	Tyler St	\$300
	3	Tyler St	\$300
	4	Tyler St	\$300
	5	Tyler St	\$300
	6	Tyler St	\$200
	7	Tyler St	\$200
	8	Tyler St	\$200
	9	Tyler St	\$200

	Position #	Name	Amount
	10	Tyler St	\$200
	11	Tyler St	\$200
	12	Tyler St	\$200
	13	Tyler St	\$200
	14	Tyler St	\$200
	15	Tyler St	\$200
	16	Tyler St	\$100
	17	Tyler St	\$100
	18	Tyler St	\$100
	19	Tyler St	\$100
	20	Tyler St	\$100
	21	Tyler St	\$100
	22	Tyler St	\$100
	23	Tyler St	\$200
	24	Tyler St	\$200
	25	Tyler St	\$200
	26	Tyler St	\$200
	27	Tyler St	\$300
	28	Tyler St	\$300
	29	Tyler St	\$300
	30	Tyler St	\$300
	31	Tyler St	\$300
Lake Park Ave			
	1	Lake Park Ave	\$300
	2	Lake Park Ave	\$300
	3	Lake Park Ave	\$300
	4	Lake Park Ave	\$300
	5	Lake Park Ave	\$300

	Position #	Name	Amount
	6	Lake Park Ave	\$300
	7	Lake Park Ave	\$300
	8	Lake Park Ave	\$300
	9	Lake Park Ave	\$300
	10	Lake Park Ave	\$300
	11	Lake Park Ave	\$200
	12	Lake Park Ave	\$200
	13	Lake Park Ave	\$200
	14	Lake Park Ave	\$200
	15	Lake Park Ave	\$200
	16	Lake Park Ave	\$200
	17	Lake Park Ave	\$200
	18	Lake Park Ave	\$200
	19	Lake Park Ave	\$200
	20	Lake Park Ave	\$200
	21	Lake Park Ave	\$200
	22	Lake Park Ave	\$200
	23	Lake Park Ave	\$200
	24	Lake Park Ave	\$200
	25	Lake Park Ave	\$200
	26	Lake Park Ave	\$200
	27	Lake Park Ave	\$200
	28	Lake Park Ave	\$300
	29	Lake Park Ave	\$300
	30	Lake Park Ave	\$300
	31	Lake Park Ave	\$300
	32	Lake Park Ave	\$300
	33	Lake Park Ave	\$300

	Position #	Name	Amount
	34	Lake Park Ave	\$300
	35	Lake Park Ave	\$300
	36	Lake Park Ave	\$300
	37	Lake Park Ave	\$300
	38	Lake Park Ave	\$300
	39	Lake Park Ave	\$300
	40	Lake Park Ave	\$300
	41	Lake Park Ave	\$200
	42	Lake Park Ave	\$200
	43	Lake Park Ave	\$200
	44	Lake Park Ave	\$200
	45	Lake Park Ave	\$200
	46	Lake Park Ave	\$200
	47	Lake Park Ave	\$200
	48	Lake Park Ave	\$200
	49	Lake Park Ave	\$100
	50	Lake Park Ave	\$100
	51	Lake Park Ave	\$100
	52	Lake Park Ave	\$100
	53	Lake Park Ave	\$100
	54	Lake Park Ave	\$100
	55	Lake Park Ave	\$100
	56	Lake Park Ave	\$100
	57	Lake Park Ave	\$100
	58	Lake Park Ave	\$100
	59	Lake Park Ave	\$100
	60	Lake Park Ave	\$100
Corner Tyler/Lake Park			

	Position #	Name	Amount
	1	Corner Tyler/Lake Park	\$300
	2	Corner Tyler/Lake Park	\$300
	3	Corner Tyler/Lake Park	\$300