



GATEWAY TV CONTRACT FOR PLACEMENT OF ADVERTISING

Advertising Delivery, Dates, Changes, Creative Content and Pre-Output Authorization: The Cambridge Chamber of Commerce agrees to display the Advertiser's ad between the start and end dates indicated in this contract, provided the Advertiser has delivered the required advertising material at least three (3) business days prior to the start date.

Prior to any advertisement being displayed on the Outdoor Digital Board(s), it must first be viewed and approved by the Cambridge Chamber of Commerce. If the advertising is deemed to be not suitable, then it will be returned to the advertiser for editing and the Cambridge Chamber of Commerce will not be liable for any costs or damages that may result due to the delay in displaying the advertisement on the Gateway TV the Advertiser will still be liable to pay for the contracted display time, as agreed to in this contract.

It is acknowledged that Cambridge Chamber of Commerce reserves the right to reject any advertiser's copy, pictorial or ad before it is displayed on its Gateway TV, or to remove it during its display, if it is considered to be in violation of any laws, by-laws, advertising industry standards, or offensive to the moral standards of the local community, or which the Cambridge Chamber of Commerce believes reflects negatively on the character, integrity or standing of any organization or individual.

The Advertiser warrants that it holds all the rights, licenses, authorizations and copyrights for the advertising material.

Credit to the Advertiser for Non-Performance and Filler Copy Advertising: Should the contracted advertising display time not be displayed for any reason other than late delivery of the Advertiser's ad material, then the Cambridge Chamber of Commerce will give display time on the Gateway TV of like value.

The Cambridge Chamber of Commerce will credit the Advertiser or its Agent for contracted display time not displayed.

If for any reason beyond The Cambridge Chamber of Commerce's control the contracted display time on Gateway TV becomes unavailable during the Agreement term, then the Cambridge Chamber of Commerce will give the Advertiser display time of like value on Gateway TV at another time, at the Cambridge Chamber of Commerce's sole discretion, or will give the Advertiser or its Agent full credit for display time contracted that is no longer available.

If the Cambridge Chamber of Commerce are requested to remove, and removes advertising from an the Gateway TV at the request of the Advertiser and/or the Advertiser's Agent(s), then The Cambridge Chamber of Commerce may insert filler advertisements into the vacant display time until such time as new advertising material for the Advertiser is received by the Cambridge Chamber of Commerce. The Advertiser and/or the Advertiser's Agent(s) shall continue to be responsible for all payments while the filler advertising is displayed on the Gateway TV.

Down Time: The Cambridge Chamber of Commerce guarantees 95% up time for the sign operation. Any disruption in visual display will be made up with extended time on Gateway TV. No refunds will be applied unless the period for down time is more than 30 days.

Display time: Advertisements will be uploaded Monday mornings. If your start date beings on a holiday Monday, advertisements will run from Tuesday to Tuesday.

Indemnification: The Advertiser and the Advertiser's Agent each and together agree to defend against any indemnification and to save the Cambridge Chamber of Commerce harmless from any and all loss, liability, claims and demands arising out of the character, contents or subject matter of any visual or copy displayed on Gateway TV pursuant to this contract.

Assignment: Neither this contract nor the display time secured hereunder may be assigned, rented, leased, sublet, re-sold or released in any manner to any person or organization by the Advertiser and/or the Advertiser's Agent(s) without the express written consent of the Cambridge Chamber of Commerce.

Agreement Termination: The Cambridge Chamber of Commerce may, by written notice, terminate this contract if the Advertiser and/or the Advertiser's Agent becomes insolvent or bankrupt or the business of either of them is placed in the hands of a receiver or trustee for the benefit of creditors, whether by voluntary act or otherwise.



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The Cambridge Chamber of Commerce may terminate this contract if the Advertiser and/or the Advertiser's Agent is late in making any required payments due.

Upon termination of this contract, or any default hereunder, by the Advertiser and/or the Advertiser's Agent, all amounts owing or accruing to the Cambridge Chamber of Commerce shall immediately become due and payable and Cambridge Chamber of Commerce may remove any advertising displayed on the Gateway TV.

When the contract includes both production and display time costs, should the contract be canceled, in whole or in part, before the end date all costs incurred by Cambridge Chamber of Commerce for the production and/or editing of the ad will be immediately paid for by the Advertiser and/or the Advertiser's Agent.

The undersigned agrees to the placement of advertising at the prices shown above and agrees to be bound by The Cambridge Chamber of Commerce standard contract terms and conditions stated herein.

Accepted by Member: _____ Date: _____

Accept by CCOC Representative: _____ Date: _____