



LOCAL AD FACE

the FACE of your BUSINESS

CLIENT ADVERTISING AGREEMENT

Office/Fax 800-610-4056

www.LocalAdFace.com

Business: Jackson County Adult Education		CREDIT CARD INFORMATION			
Address: 4294 Liddon Street		Visa	Discover	Amex	Mastercard
Address: Marianna FL 32446		Exp. Date	Mo	Yr	CCV
Phone: (850) 482-9617					
Contact: Chris Franklin		1 st Mo	+Addl Amt	= Initial Payment	
Email: chris.franklin@jcsb.org		Amt per Mo:		Mo Billing Starts: N/A	
Website:		Agreement Date: 11/07/2024			Term
TERMS AND PAYMENT OPTIONS		Campaign Start Date: 12/01/2024			12

Term	Rate per Location	# of Paid Locations	Total/Month	Notes/Special Instructions
1-2 Locations (Base)				<p>THIS IS A PRE-PAY AGREEMENT</p> <ul style="list-style-type: none"> - 4 Ad Buy (2 Ads in 2 Venues) - \$380 per month - Term 12 months 12/1/24-11/30/25 - No charge on art, free ad updates upon request <p>- \$380 x 12 months = \$4500 less 10% pre pay discount</p> <p>Total \$4050</p> <p>=====</p> <p>Please provide Purchase Order Number and sign bottom left.</p>
3-4 Locations		4	380.00	
5+ Locations				
Other				
SUB-TOTAL			380.00	
1x Static Art ✓ ; DYN ; FMV			0.00	
Business Card Design				
TOTAL			380.00	

Ad Placement

#1	Beef O' Brady's (Marianna) 2ADS	#11	#21
#2	Fiddler's Steamhouse & Oyster Bar (Bloudstown) 2 ADS	#12	#22
#3		#13	#23
#4		#14	#24
#5		#15	#25
#6		#16	#26
#7		#17	#27
#8		#18	#28
#9		#19	#29
#10		#20	#30

Linda Appleby

11 / 07 / 2024

Client Signature

Date

Consultant Signature

Date

Print Name

Position

Print Name

Terms and Conditions

Section 1: Location

Company hereby agrees that LocalAdFace will be responsible for developing and placing advertisement(s) at an advertising host location(s) in the LocalAdFace network determined Company, subject to availability.

Section 2: Category Exclusivity

LocalAdFace agrees that no advertisement for a product or service in the same category as the Company's primary means of business will be displayed on the ad monitor in the Company's location.

Section 3: Responsibilities

LocalAdFace will be responsible for producing for review advertisement(s) for digital display. The cost of this design and production will be free to the Company. Company will use best efforts to review and approve the ad design within a commercially reasonable time period. Once approved, changes are subject to fees and conditions set forth in Section 5: Term.

Section 4: Suitability

LocalAdFace retains the right to reject any copy and materials deemed unsuitable for advertising.

Section 5: Term

The initial term of this Agreement shall commence upon the execution of the Agreement by submitting the web form herein and the acceptance thereof by Company in its database, and shall continue for the length of agreement selected on the web form herein ("Term"). All new ads will begin on the first of each month. LocalAdFace must be notified of any intended changes in the placement of Company ad at any new ad host location. Such changes must be received by no later than the 15th of a given month in order to be effective on the first day of subsequent month. Any notification after the 15th will result in change to ad placement beginning on the first day of the 2nd subsequent month following such notification. If payment is not received by the 10th of each month then advertisement(s) will be pulled from ad host location(s). A re-installment fee will apply if Company should choose to continue advertising service. Requests to cancel Agreement prior to Term expiration will be decided on a case-by-case basis. If approved, a cancellation fee of \$200 per ad/location will apply.

Section 6: Renewal

This Agreement shall be renewable at the end of the current Term for a successive 12-month Term unless Company gives written notice of its intention not to renew at least 15 days before expiration of the current Term.

Section 7: Ownership

All advertisements installed or furnished by LocalAdFace for Company and any ad host location shall remain the sole and exclusive property of LocalAdFace. Company agrees to protect and defend LocalAdFace's title to such advertising and will keep LocalAdFace free and clear of any and all claims, liens, or other encumbrances of creditors or claimants against LocalAdFace. Upon the expiration or other termination of this Agreement, Company may purchase advertising designs from LocalAdFace. This Agreement shall be renewable at the end of the current Term for a successive 12-month Term unless Company gives written notice of its intention not to renew at least 15 days before expiration of the current Term.

Section 8: Reps and Warrants

Company acknowledges and agrees that LocalAdFace makes no warranty or representation with respect to the digital monitors, their operation, or their condition. LocalAdFace makes no implied warranty of merchantability or fitness for a particular purpose.

LocalAdFace will review all advertising content displayed on the digital monitors for reasonable suitability for consumption by the general public; provided, however, that LocalAdFace cannot represent, warrant, or guarantee suitability for every viewer.

Section 9: Indemnifications

Company will indemnify and hold harmless both LocalAdFace and/or any location of any advertisement with respect to any claim, loss, suit, liability or judgment suffered by Company including attorney's fees and damage related to any content of Company's advertising, including but not limited to any claim of libel, slander, piracy, plagiarism, invasion of privacy, or infringement of any intellectual property rights. Company will indemnify and hold harmless LocalAdFace and/or advertising host location with respect to any levy, claim, and penalty and/or fine assessed by any (Local, Federal or State) government arising from or related to Company's advertising.

Section 10: Miscellaneous

A waiver by Company of a breach of any provision of this Agreement shall not constitute a waiver or prejudice Company's rights to otherwise demand strict compliance with this Agreement and any and all provisions herein.

Company shall not assign or in any way dispose of all or part of its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall not be construed as creating any kind of joint venture. This Agreement shall not be construed as creating any fiduciary relationship or fiduciary duty on the part of either party. LocalAdFace shall have no responsibility, obligation, or duty beyond those specifically expressed in this Agreement. No duties or obligations of LocalAdFace shall be implied or inferred from this Agreement. Company's sole remedy for any breach by LocalAdFace of any term or condition of this Agreement shall be termination of this Agreement. In no event shall LocalAdFace be liable or responsible for special, indirect, nominal, or consequential damages or lost profits, even if LocalAdFace has been advised of the possibility of such damages.

Any modification of this Agreement must be in writing, signed by both parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any suit, arbitration, action, or proceeding relating to this Agreement shall be filed and maintained only in the appropriate forum in Hillsborough County, Florida, and each party hereby waives any and all defenses relating to venue and jurisdiction.

If any suit or action is instituted by LocalAdFace to enforce any of the terms of this Agreement, LocalAdFace shall be entitled to recover its legal costs from Company, including court costs, arbitration costs, mediation costs, and reasonable attorney fees and expenses. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. There are no other promises, representations, terms, conditions, or obligations other than those contained herein with respect to its subject matter. This Agreement supersedes all prior communications, representations, or agreements, oral or written, between the parties with respect to its subject matter and shall not be modified except in writing signed by the party to be charged therewith.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be deemed null and void without invalidating the remaining provisions hereof. This agreement shall be binding upon the parties, their successors, assigns and personal representatives. Time is of the essence on all undertakings.