

VEHICLE VIDEO



commuterexpress.com

Commuter Transportation, Inc. Advertising Contract

_____ (Advertiser) and Commuter Transportation, Inc., dba Commuter Express (ComEx), in consideration of the mutual covenants and agreements herein contained, hereby agree as follows:

1. **Purpose.** ComEx agrees to provide advertising to Advertiser upon the terms and conditions set forth in this Agreement.
2. **Program.** This Agreement is for advertising in ComEx's Vehicle Video program, the name given to describe the projection of video images on electronic monitors throughout ComEx's highway touring motorcoaches.
3. **Term.** This Agreement shall begin _____ and shall terminate _____.
4. **Description of Advertising.** ComEx hereby grants to Advertiser the following advertising rights. *(Please check all that apply and be as descriptive as possible in the Details section, below.)*

- 10-second video spot 30-second video spot Printed hand-out
- Tape Provided Production Required

Details:

5. **Purchase Price.** The Advertiser agrees to pay ComEx \$_____ (net, U.S.) over the term of this Agreement. The Advertiser agrees to pay the purchase price to ComEx on the following basis:

6. **Advertisement Copy and Videographic/Photographic Content.** For video footage submitted to ComEx by the Advertiser for inclusion on the final coach tape, all screen copy, voice narrative, video images and theme of such tape must be approved by ComEx and/or its charter client (the party who is paying ComEx to rent the vehicle). For video and/or printed matter (i.e. coupons, flyers) that will be produced under this agreement, production storyboards and copy must be approved in advance by ComEx and/or its charter client.

7. **Advertising Agency.** If this Agreement is executed by an advertising agency, or if the Advertiser subsequently appoints an advertising agency or replacement advertising agency to represent the Advertiser in its dealings with ComEx, the term “Advertiser” as used herein shall include both the Advertiser and the advertising agency. All obligations of “Advertiser” hereunder shall be the joint obligations of both the Advertiser and any advertising agency.

8. **Termination and Default.** In the event of a default by either party in the performance of any of the terms or conditions of this Agreement, except a delay, interruption or diminution of the performance of this Agreement from any cause beyond the control of ComEx, including but not limited to power blackout, fuel boycott, declared or undeclared war, act of terrorism, state of national emergency, a natural disaster (act of God), which default shall not have been remedied within ten (10) business days after notice of the default has been given in writing to the defaulting party, the non-defaulting party may, in addition to any other remedies which may under the circumstances be available to it, terminate this Agreement, effective immediately upon notice of termination. Notwithstanding anything contained in this Agreement to the contrary, Advertiser’s rights and ComEx’s obligations shall be subject to acceptable standardized advertising practices of both organizational/industry standards and the federal government. ComEx shall not be deemed to be in default of this Agreement due to acts, errors and/or omissions, either written or verbal, made by any of its employees, contractors, representatives or officers.

9. **Governing Law.** This Agreement has been executed in and shall be governed, construed and interpreted in all respects in accordance with the laws of the State of Michigan. Advertiser hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any State or Federal court sitting in Detroit, Michigan, over any suit, action or proceeding arising out of this Agreement.

10. **Notices.** Any and all notices required to be sent pursuant to this Agreement can be sent to ComEx at 26500 Van Born Road, Dearborn Heights, Michigan 48125-1340 and to Advertiser at:

11. **Production Process.** In order to conform to the standards required for tape duplication and distribution among vehicles, ComEx has chosen to contract with CV Media as its official production company. Those advertiser in procession of their own footage may submit broadcast quality tape or digital media thereby reducing any fees associated with production, other than the standard distribution services required to place one's ad into the video line-up. Advertisers who do not have their own footage may take advantage of ComEx's inexpensive package pricing as indicated herein. More complicated jobs requiring specific location shoots, highly technical effects, or lengthier shoots, may incur an override.
12. **Proprietary Property & Rights.** Advertiser shall hold harmless, defend and indemnify ComEx, CV Media, any of it's agents, contractors, officers and employees against all actions, claims, demands and liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names or titles, violation of rights of privacy or infringement of copyrights or proprietary rights resulting from advertising media used by Advertiser contemplated by this Agreement, provided that such claims do not arise due to ComEx's negligence or intentional misconduct. Advertiser acknowledges that it has no rights to utilize the name Commuter Transportation or Commuter Express, or Checker Cab & Sedan or any portion thereof, or any other trademarks belonging to ComEx and any use by Advertiser will cause ComEx irreparable harm.
13. **Assignment.** This Agreement and all or any of ComEx's rights hereunder may be assigned by ComEx at any time; provided, that no such assignment shall relieve ComEx of any liabilities hereunder unless Advertiser's express prior written consent and release to such assignment and release is obtained, which consent shall not be unreasonable or arbitrarily withheld. Advertiser, on receiving written notice of any such assignment, shall thereafter make all payments as directed in the notice assignment. Advertiser may, with prior consent of ComEx, which consent shall not be unreasonably withheld, assigned or transfer all or a portion of the rights granted herein; provided, however, that unless specifically agreed otherwise in writing any such assignment or transfer shall not relieve Advertiser or it responsibility for the payments due hereunder. Advertiser may not assign or otherwise transfer the rights granted herein to an assignee who sells products or services in competition with the products or services of Commuter Transportation, Checker Cab & Sedan, or any other affiliate; or in competition with another advertising sponsor's products or services.
14. **Future Performance.** Failure of either party to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms,

provisions or conditions of this Agreement shall not be construed as a waiver or relinquishment for the future of such covenants, agreements, terms, provisions, conditions, elections or opinions. The covenants, terms and provisions of this Agreement shall be binding upon and insure to the benefit of ComEx and Advertiser, their respective successors, and to the extent permitted herein, their assigns.

- 15. **Participation Authority.** ComEx and Advertiser represent and warrant that they have full right and authority to enter into this Agreement granting to Advertiser the rights set forth herein, and ComEx represents and warrants that the advertising is and will remain free of all liens and encumbrances.

- 16. **Unauthorized Representations.** Neither party shall be bound by any agreement or representation, expressed or implied, not contained herein. Advertiser hereby acknowledges that no representations, agreements or promises, either written or verbal, whatsoever have been made to Advertiser other than those specifically stated herein. This Agreement is the final and complete agreement between the parties hereto, and may not be modified or supplemented, except by a modification or change by way of an Addendum in writing and signed by authorized representatives of Advertiser and ComEx.

[Advertiser]

Commuter Transportation Inc

By: _____

By: _____

Print: _____

Print: _____

Date: _____

Date: _____