

Out-of-Home Media Contract

To: Advertiser Pinelands Regional School District

Product School

Agency/OSP

Attention Melissa McCooley

Address 520 Nugentown Rd

Date 8/9/2022

Contract No. 32115

Account Executive(s) Erin Nelson

Little Egg Harbor, NJ 08005

Phone / Fax (609) 846-4111

Market	Media Type	Unit #	Description	Size	Qty	Facing	Start Date	End Date	Period Type	Periods	Cost Per Period	Total Cost
New York DMA	Posters	6536	NY Rd (Rt 9), 1.8 Miles S/O Rt 72	10'7"x22'10"	1	North	8/22/2022	9/18/2022	4-Weekly	1.00	\$1,500.00	\$1,500.00

Net Total Contract	\$1,500.00
Production and Install	\$150.00
Total Net Amount	\$1,650.00

Special Instructions:

Client to be billed \$150 net for production and install of eco poster.

Pre-Payment Required

Pre-Payment Amount: \$1,650

Payment Terms: Payment due in full with signed contract

Photo Required: Yes

Send Photo To: mmcooley@prsdnj.org

ADVERTISER  InitialINTERSTATE  Initial

AGENCY: Initial

OUTSIDE PARTY: Initial

905 North Kings Highway | Cherry Hill, NJ 08034 | P (856) 667-6620 F (856) 482-6195



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INTERSTATE shall maintain the above mentioned advertising display(s) of the above advertiser, subject to the Terms and Conditions of this contract, which are attached hereto or set forth on both sides or pages of this contract, and made a part hereof, and shall constitute the entire agreement between the parties. No change or modification thereof shall be effective unless made in writing and signed by both parties. Please indicate your acceptance of the terms and conditions by signing below and initialing the Terms and Conditions page. **NOTE:** Price shown does not include the cost of fabrication or installation of cut-outs or extensions. Agency / Advertiser agrees to pay a one-time fabrication and installation charge of \$25.00 / sq. ft. for any cut-outs or extensions specified by the artwork supplied.

Interstate Documented by: <u>[Signature]</u> Signature <u>[Signature]</u> Title <u>3BC1752B5CD3402...</u> Printed Name _____ Date _____		Advertiser Documented by: <u>[Signature]</u> Signature <u>Melissa McCoolley</u> Title <u>0815ED74FDC849E</u> Printed Name <u>Melissa McCoolley</u> Date _____		Agency/Outside Party Signature _____ Title _____ Printed Name _____ Date _____	
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This Contract may not be altered in any manner without the prior consent of Interstate and any alterations to this Contract made without such prior written consent are null and void.

ADVERTISER <u>[Signature]</u> Initial <u>MM</u>	AGENCY: Initial _____	OUTSIDE PARTY: Initial _____	INTERSTATE <u>[Signature]</u> Initial <u>AF</u>
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Terms and Conditions

TERMS AND CONDITIONS 1. (a) The use and operation of the advertising display(s), posters, bulletins, panels, flex faces, painted designs, newsstand displays or tide boards (sometimes "signs", "advertising space", "Space" or "Display") and the size, form, wording, illustration and style of all copy to be utilized under this Contract shall be subject to the following: (i) they may not be used or permitted to be used for the sale or exhibition of any article in any way related to pornography, or for any other purposes which would commonly be referred to as erotic or which encourage illegal activities; (ii) the approval of INTERSTATE, and INTERSTATE reserves the right to reject at anytime, either before or after painting, posting or copy changes, any copy or advertisement which in its sole opinion is of an objectionable character; and (iii) shall be subject and subordinate to, any lease, license or agreement granting INTERSTATE the right to use the advertising space, if any. (b) Advertiser and Agency (collectively sometimes "Advertiser" or "Advertiser/Agency") warrants that no advertisement or part thereof shall violate any statute, regulation or rule of any federal, state or local government, governmental agency, or court order, and shall hold harmless, indemnify and defend INTERSTATE against any liability, loss, damage, cost, judgment or expense, including reasonable attorney's fees, which INTERSTATE may incur by reason of any material or message that may be presented in said advertisements, or for infringement of trade name, copyrights, invasion of rights or privacy, illegal competition or trade practices or claims of a similar nature. 2. Advertiser may change the copy on the display at the time of reposting (vinyl, poster, paint or other acceptable material to Interstate, hereinafter "Display Copy"), provided that it shall deliver new copy instructions to INTERSTATE not less than sixty (60) days prior to the reposting date and providing no agreement to the contrary is written on the first page of this Contract. With respect to the initial posting or painting and all subsequent copy to be displayed under this Contract, INTERSTATE shall have up to seven (7) business days after the designated installation date to complete the installation. Original copy and/or copy changes will be faithfully reproduced and executed in a professional manner and maintained in good condition during the term of this Contract. 3. (a) In the event INTERSTATE is unable to maintain the Display or its unobstructed visibility due to any circumstances beyond its sole and exclusive control, including, but not limited to, force majeure, terrorism, the advertisement violates the law, acts of God, fire, labor dispute, strike, casualty, loss of space, lease termination, change in law, governmental action or order, vandalism, weather damage, lack of access or any other cause or condition, then INTERSTATE will be discharged from the obligation of displaying the advertising during the period of such inability and shall be released from all liability for failure to display the advertising as well as any costs resulting from damage to the copy and the replacement thereof except that the payment to INTERSTATE for the affected Display shall be reduced for the time period the advertising is not posted. However, such inability shall not affect a termination of this Contract or a diminution of Advertiser's obligations hereunder. This reduction in payments to INTERSTATE for the affected Display shall be the sole and exclusive remedy available to the Advertiser and in complete satisfaction of any claims the Advertiser may have against Interstate for any cause, claim, loss, cost, expense, damage, liability, right or remedy, or inability to Display the advertising or breach or default by INTERSTATE under this Contract. The Advertiser shall have no other or further right, remedy, claim or cause of action against INTERSTATE. INTERSTATE shall not be responsible for any lost revenue, profit, indirect, special, punitive or consequential damages claimed to be due for its failure to perform according to the terms of this Contract, or arising out of, concerning or related to this Contract, however caused, regardless of the theory of liability (whether in contract, tort, including negligence, or otherwise). (b) INTERSTATE shall have the right to cancel and terminate this Contract if INTERSTATE or its landlord intends to develop the space, or demolish, alter or rebuild the building containing the Display, or upgrade the Display to non-static digital. Such cancellation and termination shall be exercised by INTERSTATE giving Advertiser not less than thirty (30) days written notice thereof, and upon the date designated in such notice so served by INTERSTATE, which in

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any event shall be not less than thirty (30) days after the service thereof, this Contract shall come to an end with the same force and effect as though such date set forth in such notice were the date for the expiration of the term of this Contract by lapse of time. (c) In the event of INTERSTATE's loss of right to advertising space, this Contract shall terminate as to that particular advertising space affected without any further liability on the part of INTERSTATE other than the return of any prepaid rent for the advertising space affected. (d) INTERSTATE is not obligated to renew this Contract and no claim may be asserted against INTERSTATE for the failure to agree to a renewal of this Contract. 4. If listed as illuminated, the Display is to be lighted from dusk to midnight, seven (7) days per week. If a space which is to be illuminated is without illumination for more than three (3) business days after written notice thereof is received by INTERSTATE, a credit memo shall be rendered pro rata at 15% of the daily rate as stipulated herein for the period during which such service is not furnished. All pro rata invoices and credits are to be computed on the basis of thirty (30) days to the month. 5. The price of this Contract is based upon posting within the copy area. Special treatment such as embellishments and special effects will be charged additionally and separate agreement for their purchase, rental and maintenance can be made. No credit will be allowed for Display Copy or Installations not taken. Any Display Copy or Installations taken during this Contract period cannot be applied to another contract at any time. At the conclusion of this contract, INTERSTATE shall have the right to dispose of Display Copy at its sole discretion. 6. (a) Payment shall first be due thirty (30) days after commencement of service unless otherwise set forth on the first page of this Contract, and shall be due monthly thereafter on the first day of each month without notice or demand by INTERSTATE. Time shall be of the essence for each such payment. If approved copy has not been received by INTERSTATE within thirty (30) days after the signing date of this Contract, payment shall first be due at that time. Any Contract for two months or less shall be paid in full upon signing of this Contract, it is understood by both parties that no work will be started before payment has been made. (b) Should any monthly payment become overdue for a period in excess of fifteen (15) days, a "late charge" of five (5%) percent of the amount overdue will be charged by INTERSTATE, in addition to interest as set forth in paragraph 6(c). (c) It is expressly agreed between the parties hereto that upon default by the Advertiser in making payments as provided herein as they become due, the entire amount unpaid shall become due and payable immediately, together with interest at the rate of 1-1/2% per month, late charges and the fees and expenses of counsel retained to collect such amount. The fees of counsel shall be in the amount of 33 1/3 % of the total unpaid amount due under the Contract whether or not legal action is instituted, and shall be added to the balance due and constitute additional sums due and owing INTERSTATE by Advertiser and shall form a part of any judgment. The failure of INTERSTATE to assert any and all rights or remedies available under this Contract shall not be deemed a waiver thereof. (d) No payment by Advertiser or receipt by INTERSTATE of a lesser amount than the correct cost per month or rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction and INTERSTATE may accept such check or payment without prejudice to INTERSTATE's right to recover the balance or pursue any other remedy provided in the Contract or at law. No payments shall be deemed to have been made hereunder unless made to the order of INTERSTATE and actually received by INTERSTATE. (e) If payment is not made when due, in addition to any other remedies, INTERSTATE may remove any Display Copy and displays without liability on INTERSTATE'S part. (f) Interstate may, upon notice to the Advertiser / Agency, cancel this Contract at any time (i) upon material breach by the Advertiser / Agency; (ii) if Interstate does not receive timely payment of billings; or (iii) if the Advertiser or Agency's credit is in Interstate's reasonable opinion, impaired. 7. Should this Contract or the sign structure(s) become subject to any Federal, State (except Federal or State income taxes) or Local Taxation, including but not limited to sales or use tax, real

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estate tax assessment or taxes whether calculated on the assessed value of the improvement, upon the income generated or calculated in some other way, INTERSTATE is authorized to add the amount of such tax to the payments contracted for herein. The monthly amount billed may be a gross number consisting of the COST PER MONTH to be paid by the ADVERTISER as set forth on the first page of THIS CONTRACT, together with a separate itemization of an additional amount sufficient to satisfy all such existing and future taxes or fees without thereby increasing the amount of the NET COST PER MONTH retained by INTERSTATE after remitting said taxes and fees. 8. This Contract shall be binding upon the heirs, executors, administrators, successors and assigns of the parties herein, subject to the prohibition on the assignment by Advertiser/Agency. This Contract shall not be assigned, transferred, subleased, or sublicensed by the Advertiser without the prior written permission of INTERSTATE which may be withheld for any reason or no reason in INTERSTATE's sole and absolute discretion. 9. Express Authority. If applicable, Agency represents to INTERSTATE that it has the express authority to enter into this Contract on behalf of and to bind Advertiser whether or not Advertiser executes this Contract. This Contract shall be jointly and severally binding upon the Advertiser and Agency. Agency shall be jointly and severally liable under this Contract, along with Advertiser for all payments due INTERSTATE hereunder, less agency commissions if such payments are due to Agency. If Agency signs this Contract without execution by the Advertiser, Agency does so based upon its express authority to do so as set forth in this paragraph. Any Agency commission or portion thereof due hereunder shall be payable only upon receipt of payment in full by INTERSTATE from Advertiser or Agency 10. This Contract does not and shall not be deemed to constitute a lease or a conveyance of the Space by INTERSTATE to Advertiser, or to confer upon Advertiser any right, title, estate or interest in the Space. This Contract grants to Advertiser only a personal privilege to use the Space for the term hereof on and subject to the terms and conditions as set forth herein. 11. This Contract shall be governed by the law of the State of New Jersey and shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Contract to be drafted. Any controversy or claim arising out of, concerning or related to this Contract or the alleged breach thereof by INTERSTATE except for (a) the collection by INTERSTATE of any contractual amount due, cost, rent, license fee or other charges due from Advertiser/Agency; or (b) the enforcement of INTERSTATE's rights hereunder, shall be settled by arbitration in the County of Camden, State of New Jersey in accordance with the then commercial rules of the American Arbitration Association, with three (3) arbitrators, and its decision shall be in writing and shall set forth the factual basis and the contract provisions on which it is based, and may be set aside if such decision conflicts with the terms of this Contract. Otherwise, such decision shall be binding and final judgment upon the award rendered may be entered in any court having jurisdiction thereof. Every action other than as set forth in (a) and (b) above shall be commenced by the filing of a Notice of the demand for arbitration in writing to the other party within twelve (12) months of the accrual of the cause of action. Otherwise, such action shall be time barred. This time bar is applicable to affirmative claims, counterclaims, offsets and set offs. Unless otherwise agreed in writing, Advertiser shall continue to make payments to INTERSTATE during any arbitration proceeding in accordance with this Contract. This Contract is not binding unless accepted by an officer of INTERSTATE. 12. If any term or provision is held invalid or unenforceable for any reason whatsoever, the remainder shall be valid and enforceable to the fullest extent permitted by law and shall be deemed to be separate from such invalid or unenforceable provisions and shall continue in full force and effect with the stricken provision or part thereof replaced with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. 13. Entire Agreement. This Contract sets forth the entire understanding of the parties with regard to the subject matter hereof, and all prior understandings with regard thereto, whether oral or written, are merged herein. This Contract cannot be changed, amended, altered or modified except

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by an instrument in writing signed by an authorized officer of INTERSTATE and signed by or on behalf of the Advertiser or the Agency. 14. In the event of Interstate's breach or default, the sole and exclusive rights and remedies of Advertiser/Agency are as set forth in this contract without any further abatement or rent reduction and in full and complete satisfaction of all claims against Interstate. Interstate shall not be liable for any other claims, damages, losses, or expenses, including but not limited to consequential or punitive damages. Advertiser/Agency shall not maintain any action against Interstate for further claims, damages, losses or expenses. If for any reason, the limitation on Interstate's liability set forth herein is determined by a final non-appealable court ruling not to be applicable or enforceable, and Interstate is found liable for claims, losses, damages or expenses, Interstate's liability shall be limited to and shall not exceed the prorated amounts paid by Advertiser under this Contract for the time period the advertising is not displayed, or its visibility is affected. 15. By executing this Contract, the Advertiser hereby authorizes INTERSTATE to use the copy that is subject to this contract for INTERSTATE's promotional purposes including, but not limited to, use on websites, brochures, presentations and distribution materials. 16. Your Signature and initials evidences that you have the authority and right to act, execute and deliver this Contract.

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