



ADVERTISING AGREEMENT

This **Advertising Agreement** is made and entered into on this ____ day of _____, 20___, between The School Board of Miami-Dade County, Florida ("School Board") on behalf of _____ ("School") (collectively referred to herein as School Board) and _____ ("Advertiser").

WHEREAS, the School Board has established Board Rules to allow advertising on Board property in accordance with law; and

WHEREAS, Advertiser desires to purchase advertising space on School Board property to provide financial support for school district programs, activities and athletics;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Scope of Advertisement Advertiser agrees to advertise on School Board property as detailed in the "Application for Advertising" attached hereto and incorporated herein. Advertiser grants School Board the authority to print, copy, distribute, publicly display and modify any material submitted by Advertiser.
2. Content School Board reserves the right to reject, alter or refuse any material in its sole discretion in accordance with laws and School Board Rules as currently in effect and as they may be amended from time to time. School Board may, at its sole discretion, change or relocate advertisements in another position without Advertiser's approval. Advertiser understands and agrees that School Board is not in any way restricted from granting advertising rights to others, including competitors of Advertiser.

School Board reserves the right to refuse to place any advertisement deemed to be in violation of the law or School Board Policy 9700.01 - ADVERTISING AND COMMERCIAL ACTIVITIES. School Board also reserves the absolute right to have Advertiser remove any advertisement for which approval has been granted, whether or not the advertisement has been placed on display if, at any time during the term of this Agreement, that advertisement is deemed undesirable by the School Board's designee or the school site administrator. In such event, Advertiser will be allowed to utilize a replacement advertisement so long as that replacement is deemed acceptable by the School Board's designee or the school site administrator and otherwise meets the laws and School Board Rules as then in effect or as they may be amended from time to time.

Advertiser understands and agrees that the advertising is being permitted at the discretion of the school site administrator, and such is not intended to create an open or limited public forum.

3. Payment for Advertising Advertiser agrees to remit the Advertising Fees as indicated on the "Application for Advertising" prior to production of the advertisement.
4. Most Favored Nation If the Advertiser agrees to pay a higher price and/or to provide any additional benefit to any other School Board site for the same or essentially similar advertising materials, then Advertiser, without the requirement of any notice, shall pay such price and benefits to all sites of the School Board of Miami-Dade County, Florida with whom the Advertiser has an agreement.
5. Duty to Remove and Restore - Security Deposit

Advertiser shall be responsible for the installation and removal of its advertising material and for the restoration of the installation location to the condition prior to the installation. All installations shall be done only under the supervision and with the advance approval, in writing, of the school principal or his/her designee. Advertiser is fully responsible for any and all damage done to any school property resulting from or related to the advertisement.

If the advertising material requires more than an easily removable mechanical attachment to a school fence or wall, the Advertiser shall deposit with the school a security deposit equal to one

month's advertising fee or the reasonable estimate of the cost of removal and restoration of the property on which the advertisement was installed.

Upon the termination of this agreement, Advertiser must promptly remove all advertising material from the School Board property.

6. Independent Contractor School Board and Advertiser shall be and act as independent contractors under this agreement. The parties understand and agree that this agreement shall not be construed as an agency, joint venture, partnership or employment relationship between the parties.
7. Limitation of Liability and Remedies
 - A. School Board shall not be liable for errors in any advertisement. Advertiser's sole remedy shall be to request in writing that School Board correct the error within fourteen (14) days of receiving notice of the error from the Advertiser.
 - B. In the event School Board terminates the agreement due to breach of agreement, School Board shall not be required to refund any funds to Advertiser.
 - C. Advertiser assumes full responsibility and liability for all materials submitted, printed and published pursuant to this agreement and shall indemnify School Board and hold School Board harmless against all demands, claims or liability related to or arising from such materials or related to any allegation that content infringes on the intellectual property rights of a third party.
 - D. Advertiser assumes full responsibility and liability for all of its materials and shall indemnify School Board and hold School Board harmless against all demands, claims or liability related to or arising from this advertising contract including but not limited to any claims or liabilities arising from personal injury or property damage suffered by School Board or any third party.
 - E. Advertiser recognizes and acknowledges that the advertising material will be located in a public place and that the school cannot and will not be responsible for any damage suffered to the advertisement or any of Advertiser's property and/or equipment. Advertiser expressly waives and all rights to assert any claim for damages against the School Board or the school, including claims of negligence, gross negligence and/or intentional acts on the part of students and/or employees of the School Board and the school. Accordingly, Advertiser expressly accepts the risk of and agrees to be solely responsible for any damage suffered by the advertising material, Advertiser's property and/or equipment no matter the cause.
 - F. Advertiser is wholly responsible for the upkeep, maintenance and removal of advertising and for any costs related thereto.
8. Modification; Non-Assignment This agreement may not be modified unless approved in writing by both parties. Advertiser shall not assign this agreement without prior written approval from School Board.
9. Termination School Board may terminate this agreement immediately without prior notice in the event Advertiser breaches any term or condition hereof, and Advertiser shall forfeit any unused portion of the fee. At its sole discretion, and at any time within the term of this agreement, without the necessity of cause, School Board may terminate this agreement for convenience upon ten (10) days written notice to the Advertiser. In the event of such termination for convenience and upon the removal of the advertising in accordance with the requirements of this agreement, School Board shall repay to Advertiser any unused portion of the fee.
10. Governing Law & Venue This agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida,

venue in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this agreement.

The undersigned agree to the terms stated above:

ADVERTISER:

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

(Name of Individual or Entity)

By: _____
(Superintendent of Schools/ Principal)

By: _____
(Name of Individual signing on behalf of self or entity)

(Name of School)

Title: _____

Date: _____

Date: _____