

RAPID TRANSIT SYSTEM
DOWNTOWN TROLLEY ADVERTISING AGREEMENT

1. **Parties.** This Agreement is made this ____ day of _____, 20__, by and between the City of Rapid City, a South Dakota Municipal Corporation, 300 Sixth Street, Rapid City, South Dakota, 57701, hereinafter referred to as the “City” and _____, hereinafter referred to as the “Advertiser.”
2. **Purpose.** The purpose of this Agreement is to establish the rights and conditions under which the City of Rapid City leases advertisement space.
3. **Term.** The term of this Agreement shall be three years and shall commence on _____, 20__, and end on _____ 20__.
4. **Payment.** Advertiser agrees to pay the City \$_____ for lease of advertising space.
5. **Bound by Terms.** Advertiser acknowledges that it is familiar with and agrees to be bound by all terms and conditions incorporated herein by reference.
6. **Advertisement and Artwork.**
 - A) All advertisements shall be submitted for prior approval by the City. Submitted artwork shall be approved or in the event such is not approved, substitute artwork shall be furnished by Advertiser within ten (10) days after notice. In the case of default in furnishing or approval of artwork by, then commencement of service shall be deemed to occur on the date on which the various spaces are available for service.
 - B) It is expressly understood that the City shall have the right to disapprove of any particular advertisements and thereby prevent it being displayed, especially in instances in which the advertisement is adverse to the City’s interests or poor taste, but this right of disapproval shall not be unreasonably exercised. If this right is exercised, the Advertiser shall have no claim nor recourse against the City.
 - C) The City will not accept advertisements:
 - containing or promoting obscene material;
 - containing or promoting material that is harmful to minors
 - containing political or controversial content
 - containing profane content
 - containing violent or criminal content
 - promoting alcohol, tobacco or firearms
 - promoting or denigrating groups based on gender, religion, race, ethnic or political affiliation.

- D) The City retains the right to terminate any advertising displays based on adverse publicity or complaints.
- E) All costs of the advertisement and the artwork for the advertisement shall be borne by the Advertiser.

7. **Rules and Regulations.** Advertiser shall comply with all rules and regulations of the City of Rapid City and will all federal and state regulatory measures and laws of any kind applicable. Specifically, Advertiser warrants that all approved designs do not infringe upon any trademark or copyrights, state or federal.

8. **Trolley Routes.** Periodically trolley routes are changed. The City cannot guarantee that the trolley route that the advertising is on will remain the same but will do its best to move the advertising to a new route. From time to time trolleys will be brought in for servicing. Route changes or service periods will not contribute to cancellation of this Agreement.

9. **Indemnification.** Advertiser agrees to defend, indemnify and hold the City harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any advertisement displayed pursuant to this Agreement.

10. **Force Majeure.** In the event the City is prevented from posting or maintaining the advertisement by causes beyond its control by whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of the advertisement, or in the event the City is unable to deliver any portion of the service in this Agreement, including trolleys in for repair or maintenance, this Agreement shall not terminate. Credit shall be allowed to Advertiser at the standard rates for such advertisement space or service for the period that such space shall not be furnished or shall be discontinued or suspended. The City may discharge this credit, at its option, by furnishing advertising services on substitute spaces, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit. In case of any loss or damage to any of the spaces by any cause as described above, Advertiser will furnish the City with a renewal advertisement within ten (10) days after written notice from the City.

11. **Merger.** The parties agree that this writing constitutes the entire agreement between them and that there are no other oral or collateral agreements or understandings of any kind or character except those contained herein. No modification or amendments to this Agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

12. **Choice of Law and Venue.** The parties' rights and obligations under this Agreement shall be governed by, and construed in accordance with the law of the State of South Dakota. Any dispute concerning this Agreement shall be litigated and venued in the

Circuit Court of the Seventh Circuit for the State of South Dakota, located in Rapid City, Pennington County, South Dakota.

13. **Enforcement.** The City may undertake any legal or equitable action available to enforce the provisions of this Agreement in addition to any remedy provided herein. In the Event the City is required to undertake any action to enforce the terms of this Agreement, Advertiser agrees the City may recover form Advertiser its reasonable expenses, including attorney’s fees incurred with respect to such action.

14. **Assignment and Transfers.** Advertiser may not resell, assign, or transfer any of its rights hereunder. Any attempt by Advertiser to resell, assign or transfer such rights shall result in immediate and automatic termination of this Agreement, without liability to the City.

15. **Invalid Sections.** If any section(s), or provisions(s) of this Agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision(s) of this Agreement if it can be given effect without the invalid section(s) or provision(s).

Dated this _____ day of _____, 20__.

By: _____

Its: _____

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF PENNINGTON)

On this the _____ day of _____, 20__, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed within instrument and acknowledged that he or she executed the same for the purposes therein contained and that they had the authority to do so in the name of _____, as its _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota
My Commission Expires:

(SEAL)

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF PENNINGTON)

On this the _____ day of _____, 20__, before me, the undersigned officer, personally appeared Jim Shaw and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public, South Dakota
My Commission Expires:

(SEAL)