



DISPLAY ADVERTISING AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 202__, (the "Effective Date"), by and between the City of Horace (the "City"), and _____ (the "Advertiser").

1. **PURPOSE.** The purpose of this Agreement is to describe each party's obligations and responsibilities for advertising in the City's newsletter (Horace Happenings). The purpose of this advertising program is to maximize the revenues of the City and not to create a public forum for the public discussion of political or controversial issues.
2. **ADVERTISING MEDIA AND PUBLICATION.** The Advertiser is responsible for providing graphic advertising concepts of their own design in high resolution PDF format to the City for approval. The Advertiser is responsible for all costs associated with design, production, and delivery of the advertisement. The Advertiser must submit information to the City for approval prior to publication of the advertisement. Advertisements that are already in place are considered approved for the term of this Agreement.
3. **ADVERTISEMENT SPACE.** In exchange for payment in accordance with the ADVERTISEMENT FEE SCHEDULE TABLE, the City will display the Advertiser's advertisement (the "Advertisement") in Horace Happenings.
4. **TERM.** The Advertiser requests a _____ [1/8 page, 1/4 page, 1/3 page, half page, full page] advertisement in Horace Happenings for _____ [month(s), year] starting on _____, 202__, for a total cost of \$_____.
5. **PAYMENT.** The Advertiser agrees to pay the City the flat fee described in the ADVERTISEMENT FEE SCHEDULE TABLE based on the term and size of the Advertisement. For multiple months or yearly advertisements, the City will deliver an invoice to the Advertiser stating that payment is due within 30 days or on or before the 1st of each month of print (February, April, June, August, October, December). The City reserves the right to remove the Advertisement from Horace Happenings for failure of the Advertiser to pay within 10 days of due date or date agreed upon at contract's signing.
6. **RIGHT TO REFUSE UNACCEPTABLE ADVERTISING.** All new advertising must be submitted for approval by the City prior to publication of Horace Happenings. The City may, at its sole discretion, refuse to publish advertising that it deems to be inappropriate considering the purpose and intent of this advertising program. The purpose of this advertising program is to maximize the revenues of the City and not to create a public forum for the public discussion of political or controversial issues. The City will not accept advertising that directly or indirectly supports or opposes a candidate, political cause, or issue or that advocates or opposes a particular religion or religious belief. Acceptable advertising will be limited to that which proposes, directly or indirectly, a legal, commercial transaction that, in the sole discretion of the City, will reflect favorably upon the City and the long-term use of the advertising spaces for the generation of revenues. Due to limited advertising space, the City cannot guarantee placement of similar or same trade businesses on different pages.
7. **TRUTH IN ADVERTISING – INDEMNIFICATION FOR LIABILITY.** The Advertiser is solely responsible for any legal liability arising out of or relating to the Advertisement, and/or such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity. The Advertiser agrees to indemnify the City and to hold the City harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by the City, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.
8. **ASSIGNMENT.** The Advertiser may not assign this Agreement, in whole or in part, without the City's written consent. Any attempt to assign this Agreement without such consent will result in this Agreement being null and void.

City of Horace
PO Box 99
215 Park Dr. E.
Horace, ND 58047



- 9. **TERMINATION.** The City has the right to terminate this Agreement by providing five (5) days' written notice for any breach of this Agreement by the Advertiser.
- 10. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of North Dakota.
- 11. **ENTIRE AGREEMENT.** This Agreement, the ADVERTISEMENT FEE SCHEDULE TABLE, and any and all exhibits and attachments are the complete and exclusive agreement between the parties.
- 12. **SEVERABILITY CLAUSE.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.
- 13. **NO FORBEARANCE.** The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.
- 14. **REMEDIES.** Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties thereto under and pursuant to this Agreement.
- 15. **RULES OF CONSTRUCTION.** The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.
- 16. **COUNTERPARTS.** This Agreement may be signed in counterparts, meaning that the Agreement is valid if signed by both parties even if the signatures of the parties appear on separate copies of the same Agreement rather than on a single document. IN WITNESS WHEREOF, the parties have signed their names on the dates written below.

CITY:

Date:

City Representative

ADVERTISER:

Date:

By: _____

Its: _____

Phone: _____

Email: _____

Address: _____