



SCHOOL BUS ADVERTISING PARTICIPATION AGREEMENT

BUS ADVERTISING PARTICIPATION AGREEMENT, dated _____, 2013, by and between **Educational Information and Resource Center (“EIRC”)** having offices at South Jersey Technology Park, 107 Gilbreth Parkway, Suite 200, Mullica Hill, NJ 08062 and **DISTRICT** _____, having offices at _____

WHEREAS, EIRC is a public agency specializing in education-related programs and services for parents, schools, communities, nonprofit organizations and privately held businesses through New Jersey and the United States; and

WHEREAS, EIRC, under their Shared Service Agreement, are legally permitted to enroll EIRC school district members under the SchoolBusAds system for the purpose of generating alternative revenue from corporate sponsorship; and

WHEREAS, EIRC endeavor to assist public and private non-profit organizations to identify and monetize school buses and district vehicles, by connecting these assets and respective organizations with businesses (“**Sponsors**”) seeking cost-effective marketing strategies that foster and increase brand awareness at a grassroots level; and

WHEREAS, District desires to monetize certain of its assets by granting advertising and naming rights to Sponsors; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter contained, the parties hereto do hereby agree and covenant as follows:

1. Marketing of School Buses.

(a) District hereby grants to EIRC the exclusive right during the Term to market School Buses that have been identified and approved by District. Approved School Bus listing will be made part of this agreement upon District final approval.



(b) EIRC shall use its professional/commercial expertise to continuously provide District with offers from prospective businesses, companies, organizations, individuals, etc. to sponsor School Bus Advertising. District may, in its sole and absolute discretion, accept or reject a sponsorship offer. The sponsorship offers must comply with District's advertising policy.

(c) Upon termination of this agreement, District agrees that for a period of two (2) year following said termination it will not enter into a separate sponsorship contract with a Sponsor introduced to District by EIRC during the Term.

(d) During the term of the sponsorship contract EIRC shall maintain any physical manifestations of the sponsorship (e.g., signage, banners) in good repair and appearance (including making repairs necessitated by hazards and perils such as weather and vandalism, up to 3 ads vandalized). At the end of a sponsorship contract term EIRC shall at its own expense remove from the District's property all physical manifestations of the sponsorship and restore the District's property to its pre-sponsorship condition, reasonable wear and tear excepted.

2. School Bus Advertising Commission Structure

No Upfront Fees to the District!

District retains the applicable percentage of all school bus advertising revenue based upon the term of contract listed below and agrees to pay EIRC commissions as listed below:

Entity	<u>Agreement Length (Years)</u>				
	5	4	3	2	1
District	65%	60%	55%	50%	45%
EIRC	35%	40%	45%	50%	55%

5 Year 4 Year 3 Year 2 Year 1 Year

SchoolBusAds will also require one bus minimum from the district's fleet to install an **Advertise Here with SchoolBusAds** sign and an **EIRC logo**, EIRC will pay the district \$250 for this ad.



School Bus Advertising Program

1. EIRC will inform you when there is a suitable advertiser, based on logistics, advertiser needs, etc. for your district.
2. Upon district preliminary approval, EIRC will have the advertiser begin the process of designing the advertisement.
3. When the preliminary ad is advertiser approved, the school district will receive a copy for review and approval by the board of education. The school district will also be provided with a quotation of the amount of revenue the district could receive for the advertising. (Depending on the number of buses, ad size and other specifics, the revenue could range from \$250—\$2,500 per bus/per year.) With **NO COST to the School District!** 50% of this revenue must be used to offset fuel costs by the district.
4. When the school district informs EIRC of board of education approval and contact information for the transportation department, EIRC will move forward with scheduling the ad placement on the fleet. All sign installation will take place at the Bus Yard; EIRC will need access to buses for sign placement.
5. The school district will receive the advertising revenue check, within 30—45 days of receipt of the payment from the advertiser.
6. The School District will provide one bus to allow EIRC / School Bus Ads to place a SchoolBusAds.org sign on each side of one bus along with an EIRC sign on the rear side of the bus; this signage will be used to stimulate advertisers to buy ads to be placed on the school district buses. EIRC will pay the school district \$250 as compensation for this ad; ad will be based on a 12 month contract. Once this ad has been installed on the Districts school bus a press release to the media will be initiated by the District to induce awareness to the program in the community.
7. Because of the New Jersey Shared Services Agreement and the EIRC status as a non-profit state agency, the requirement that schools must go out to bid to contract an advertiser is lifted.
8. Schoolbusads does not charge the advertiser for July and August so if an advertiser contracts the Districts buses and the term covers the summer months the ads will



remain on the Districts buses for 12 months but monthly billing will be based on 9 months. If the advertiser contracts a monthly payment then the ads will be spread out over 9 months.

9. EIRC will be responsible for repairing up to 3 ads, per school year, that are damaged due to vandalism. Any additional damage will be the responsibility of the district to replace damaged ads at \$125 per ad and remedy the re-occurring problem
10. EIRC will be responsible for Ad repair or replacement due to normal wear and tear.
11. The district will be requested to provide information to potential local advertisers on their District website; EIRC will provide information including pricing to the district.
12. All potential advertisers who contact the District will be forwarded to SchoolBusAds sales team.

3. Miscellaneous.

(a) *Further Assurances.* Each of the parties agrees to execute such other documents and perform (or cause to be performed) such other acts as the other may reasonably request in order to effectuate the provisions and intent of this Agreement.

(b) *Notices.* Any notice or other communication in connection with this Agreement shall be in writing and shall be deemed to have been given (i) when so delivered if personally

delivered or (ii) two business days after mailing if sent by Federal Express (or other recognized next day carrier) for next day delivery addressed, if to EIRC at South Jersey Technology Park, 107

Gilbreth Parkway Suite 200, Mullica Hill, NJ 08062, and if to District at _____
_____. In addition to the foregoing, a copy of said notice shall be sent by recognized "next day" carrier on the same day as the giving of the notice (for next day delivery), in the case of a notice to EIRC to Ronald J. Ianoale, Esq., 75 Livingston Avenue, Roseland, NJ 07068, and in the case of a notice to District to _____. Any party may change the address or facsimile number to which notices or other communications hereunder are to be delivered by giving the other party notice in the manner set forth.

(c) *Conflict of Law and Consent to Jurisdiction.* This Agreement shall be deemed to be a contract under the laws of the State of New Jersey and for all purposes shall be governed by and construed in accordance with the laws of said State, without regard to principles of conflicts of laws. Each of the parties hereby submits itself and its properties and assets to the exclusive jurisdiction of the courts of the State of New Jersey for all disputes relating to the construction, interpretation, enforcement and performance of this Agreement, hereby waiving all defenses



based on venue or convenience of forum, and irrevocably agrees that service of process shall be valid if served in the manner and to the address provided in paragraph 4.(b) hereof. Notwithstanding the foregoing, either party may seek permanent or temporary injunctive or mandatory relief in the courts of any appropriate jurisdiction.

(d) *Entire Agreement.* This Agreement and other documents delivered pursuant hereto and signed by the parties hereto, (i) contain the entire agreement among the parties hereto with respect to the transactions contemplated hereby, (ii) supersede all prior agreements or understandings among the parties hereto relating to the subject matter hereof and (iii) cannot be amended, modified, changed or terminated except by a writing signed by the party against which enforcement thereof is sought.

(e) *Preparation of Agreement.* The parties acknowledge that this Agreement was, in effect, prepared jointly; therefore, it is the parties' intent that the Agreement be construed without any presumption against one party or the other as the draftsman.

(f) *Date of Agreement.* The date of this Agreement shall be the date on which it is executed by all parties or, if not executed simultaneously, the date on which both parties have a fully executed copy of the Agreement; said date shall be inserted at the top of the first page hereof.

(g) *Timing.* If any date herein shall fall on a Saturday, Sunday, or national holiday, the date shall automatically be advanced to the next business day thereafter.

(h) *Authority to Execute.* Each individual executing this Agreement on behalf of an entity,

by his/her act of executing this Agreement, represents and warrants that he/she has full authority and/or has been duly authorized by his/her respective entity to do so on behalf of such entity.

(i) *Parties in Interest.* This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns. EIRC may assign this

agreement including any of its rights hereunder in whole or in part to any subsidiary, parent company, and affiliate.

(j) *Waiver.* The failure of either party to insist upon a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any subsequent breach or default in any such agreements, terms, covenants and conditions.

(k) *Singular/Plural, Gender.* Whenever herein the singular number is used the same shall include the plural and vice versa, as the context shall require. Whenever herein the masculine gender is used the same shall include the feminine and neuter genders and vice versa, as the context shall require.

(l) *Counterparts; facsimile, digitally scanned and photocopy signatures.* This Agreement may be executed in one or more counterparts, who shall constitute one and the same instrument; facsimile copies, digitally scanned copies and photocopies of signatures shall be binding.

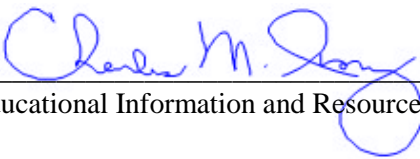


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[EIRC]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first below written.

ATTEST:



Educational Information and Resource Center

February, 2013
Date

[District]

By: _____
, Authorized Representative



**SHARED SERVICE AGREEMENT BETWEEN
PUBLIC SCHOOLS AND THE
EDUCATIONAL INFORMATION AND RESOURCE CENTER
2013 - 2014**

I. Client/Service Provider

_____ agrees to enter into a Shared Service Agreement with the EIRC In order for EIRC to provide School Bus Advertising to the _____ PUBLIC SCHOOLS.

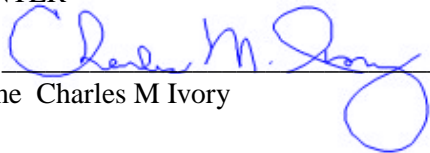
II. Agreement

This constitutes the entire Agreement between EIRC and _____ PUBLIC SCHOOLS to provide school bus advertising. Any modification of this Agreement may only be made in writing with the approval of both parties.

Signatures below indicate that this Agreement has been received, read and its provisions accepted.

_____ PUBLIC SCHOOLS EDUCATIONAL INFORMATION AND RESOURCE CENTER

By: _____
Name

By: 
Name Charles M Ivory

Title

Director
Title

Date

Date