

IN-TER-SPACE SERVICES, INC., d/b/a CLEAR CHANNEL AIRPORTS

CONTRACT FOR ADVERTISING DISPLAY SPACE at: South Bend International Airport

Contract Date 12/18/2019

CONTRACTED BY AGENCY ON BEHALF OF ADVERTISER			
Customer #			Invoice
Name			
Address			
City, State Zip			
Contact			
E-Mail Address			
Phone #		Fax #	
P.O. #			
Advertiser / Product			

CONTRACTED DIRECTLY BY ADVERTISER			
Customer #	298094	Invoice	<input checked="" type="checkbox"/>
Name	City of South Bend		
Address	321 E Walter St		
City, State Zip	South Bend IN 46614-2642 us		
Contact	Jim Kubinski		
E-Mail Address	jkubinski@southbendin.gov		
Phone #	5747072833	Fax #	
P.O. #			
Product Name			

INVENTORY CODE	INVENTORY DESCRIPTION	APPROXIMATE SIZE	DURATION- 4-WEEK PERIOD	START & END DATE	TOTAL NET 4-WEEK RATE
SBN-1A-TFD-5	Tension Fabric Display - Concourse	120" W x 56" H	13.00	2/10/2020 - 2/7/2021	\$425.00
SBN-VW-1-6	10 Second Ad on LED Video Wall - Bag Claim	84.56" W x 48.7" H	13.00	1/6/2020 - 1/3/2021	\$218.75
SBN-VW-1-6	TechFee		13.00	1/6/2020 - 1/3/2021	\$25.00

Special Instructions/Additional Charges:
 Production, Installation/ Removal not included on this Contract. Sales tax where applicable. Tax is subject to change. Agency/Advertiser is responsible for all tax fees to the extent permitted by applicable law. Change out fee only charged if applicable.
 Ad Stacking for 4 images included

4-Week Media Subtotal (Year 1)	
4-Week Media Subtotal (Year 2)	
4-Week Media Subtotal (Year 3)	
4-Week Media Subtotal (Year 4)	
4-Week Media Subtotal (Year 5)	
Other Fee	\$0.00
City/State/Local Tax	\$0.00
COMPREHENSIVE CONTRACT TOTAL	\$8,693.75
CHANGE OUT FEE	\$0.00
SECURITY DEPOSIT	Waived

Agency/Advertiser hereby contracts IN-TER-SPACE SERVICES, INC., d/b/a CLEAR CHANNEL AIRPORTS (herein after referred to as "CLEAR CHANNEL") for those certain airport advertising services described above upon the terms and conditions set forth herein AND ON PAGE 2 OF 2 (together, the "Contract"). The Terms and Conditions attached hereto as Page 2 of 2 are hereby incorporated herein by reference and made a part hereof. The parties may rely upon facsimile copies of any signatures of this Contract as if the same were originals whether or not Page 2 of 2 is attached to such transmittal.

This Contract must be signed by both Agency or Advertiser and Clear Channel to be effective.

Agency _____	Advertiser <u>City of South Bend</u>
Signature _____	Signature _____
Name _____ Date _____	Name <u>Jim Kubinski</u> Date _____

CLEAR CHANNEL SIGNATURES		
Signature 1 _____	Name _____	Date _____
Signature 2 _____	Name _____	Date _____

FOR INTERNAL USE		
Account Executive (s) <u>Jo Daniels</u>	Contract # _____	
_____	New * <input checked="" type="checkbox"/>	Renewal <input type="checkbox"/> Revision <input type="checkbox"/>

TERMS AND CONDITIONS

Terms and Conditions to In-Ter-Space Services, Inc., d/b/a Clear Channel Airports For Advertising Display Space

I. TERMS OF PAYMENT

- a. Bills will be rendered per period in advance dating from the commencement date of the Contract. Advertiser/Agency agrees to make payment net (without offsets, abatement, deductions or demand) in advance upon receipt of bills. Default shall be deemed to occur whenever any bill shall be unpaid for thirty (30) days. The Security Deposit, if applicable will be refunded upon the termination of the Contract, or applied to the remaining payment obligation.
- b. Clear Channel reserves the right, at any time upon default by Advertiser/Agency in the payment of bills, at its sole option, either (1) to consider that the entire total balance of payments to be made under this Contract shall be accelerated and become immediately due and payable; or (2) to cancel this Contract and to require immediate payment of the balance due, including the addition of the applicable short term rate and retain any deposit as liquidated damage. Advertiser/Agency agrees to pay forthwith the amount determined to be due Clear Channel in accordance with either of the above options and to reimburse Clear Channel for any expenses that it may incur in the collection of all amounts due, including attorney's fees, court costs, and related expenses.
- c. Payments are subject to late payment charge of one and one-half percent (1½%) per period eighteen percent (18%) per annum, or such lesser amount as permitted by law. Such charge will be added to billed amounts that are thirty (30) days late. This shall also apply to balances under I-b above.
- d. Advertiser and Agency agree that any dispute or default of said Contract shall be governed by the laws of the Commonwealth of Pennsylvania, and each agree to submit to the jurisdiction and venue of the state or federal courts located in Lehigh County, Pennsylvania.

II. RATES

- a. Unless otherwise specified on Page 1 of 2 hereof, rates quoted are per period rates applicable only to contracts for display periods of thirteen (13) consecutive periods. Additional percentages are charged for shorter terms that may be specified in this Contract, or in any renewal or curtailment thereof.
- b. All rates and adjustments are computed on the basis of 28 days per period.
- c. Unless otherwise specified on Page 1 of 2 hereof, all rates are for use of space only, and do not include cost of designing, producing, delivering material, or erecting display material.
- d. Advertiser/Agency may request replacement advertising copy change outs subsequent to the initial advertising copy. Unless otherwise specified on Page 1 of 2 hereof, Clear Channel may charge Advertiser/Agency for any work associated with complying with Advertiser/Agency's request for replacement advertising copy change outs as part of the advertising services provided by Clear Channel to Advertiser/Agency. Advertiser/Agency agrees to assume all expense in connection with initial installation as well as subsequent Advertiser/Agency requested changes of display material required under all contracts for exhibits.
- e. Unless otherwise specified on Page 1 of 2 hereof, rates indicated in this Contract are not subject to advertising agency commission.
- f. Electrical illumination for all displays is included in the space fee rate. All diorama wall cases, glass-enclosed island cases and show window display cases are supplied by Clear Channel. In addition, included in the space fee rate is regular cleaning of all display cases and maintenance of standard illumination. All space fee rates quoted are for non-selection positions and are subject to rotation shifts as shall be determined by Clear Channel and the appropriate Airport Authority in their sole discretion.

III. ADVERTISING MATERIAL

- a. Use and placement of all advertising materials submitted by Advertiser/Agency are subject to the prior approval of Clear Channel and the appropriate Airport Authority(ies). Furthermore, all advertising displays or exhibits placed on property owned or controlled by the Airport under this Contract are subject to the Airport Authority's orders of removal if deemed unaesthetic, objectionable or for any other reason whatsoever in the Airport's sole discretion.
- b. Advertiser/Agency will be responsible for preparation and delivery of advertising display material to designated Clear Channel service points without expense to Clear Channel at a minimum of 7 days prior to the date of commencement of Contract or desired date of change. If advertising display materials are timely delivered, Clear Channel shall complete posting/installation of the advertising display material no later than five (5) working days after the date of commencement of this Contract or desired date of change.

If Advertiser's/Agency's material is not received by the required date: (i) Advertiser's advertising materials may not be installed by the commencement date of the Contract, (ii) Advertiser/Agency may be subject to increased installation costs, (iii) Clear Channel shall not be obligated to provide any "bonus" or "make good" accommodations and (iv) Clear Channel is hereby authorized at its sole option to leave vacant or to use substitute advertising copy in spaces allocated to Advertiser/Agency under this Contract and Advertiser/Agency agrees that it will pay for such use of the advertising display spaces.

- c. Clear Channel is hereby authorized to remove and to leave vacant or to use substitute advertising copy for any advertising display material which may be defaced, damaged or otherwise become deteriorated and for which Advertiser/Agency has failed to provide replacements without liability or expense to Clear Channel. It is hereby agreed that non-use of advertising display space arising from Advertiser's or Agency's failure to provide such replacement will not relieve Advertiser/Agency from obligation to pay for such advertising display space.

- d. Advertiser/Agency agrees to call for and remove all advertising or display material immediately after the expiration of its display period and further agrees that without liability, Clear Channel is authorized to remove and dispose of any such material that is not so called for or removed.

- e. Advertiser/Agency authorizes Clear Channel to use a picture or photograph of Clear Channel's advertising display containing Advertiser/Agency's advertising materials for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients, or for its internal use.

IV. CANCELLATION

- a. Unless otherwise specified on Page 1 of 2 hereof and except for V. below, this Contract is not subject to cancellation by Advertiser/Agency and may not be assigned or transferred by Advertiser/Agency without the prior written consent of Clear Channel.
- b. If for any reason whatsoever, Clear Channel shall (a) cease to have the right to continue the advertising services covered by this Contract or (b) the advertising display(s) covered by this Contract are removed or upgraded, then Clear Channel may at its option either: (i) relocate Advertiser/Agency's advertising copy into suitable advertising display(s) of comparable passenger exposure; (ii) relocate Advertiser/Agency's advertising copy into the upgraded advertising display(s); or (iii) terminate the Contract and discontinue the service provide for hereunder without notice and without liability to Advertiser/Agency.
- c. Loss of service as a result of strikes, fire, terrorist act, natural disasters or any other cause beyond the control of Clear Channel shall not constitute a breach of contract, provided, however, that Clear Channel shall have the option of terminating the Contract or providing pro-rata, an equivalent term of service to Advertiser/Agency.

V. ADVERTISING RATE POLICY

- a. Advertiser/Agency will receive ninety (90) days advance notification on any change in advertising fee rates. Advertiser/Agency may terminate as of the effective fee rate change date by notification to Clear Channel at least thirty (30) days prior to such effective fee rate change date.

VI. GENERAL

- a. Advertiser/Agency agrees to indemnify, save and hold harmless Clear Channel, the Airport and the applicable Airport Authorities (collectively, the "Indemnified Parties") from and against any liability, loss, costs, including attorney's fees, charge or judgment to which the Indemnified Parties may be subject or subjected to by any reason or as a result of the advertising services required by this Contract. Additionally, Clear Channel shall have the right and prerogative to require, at its sole option, the Advertiser/Agency to represent and/or defend Clear Channel's interests in any claim or matter which may result in any such liability, loss, costs, including attorney's fees, charge or judgment.
- b. Advertiser and Agency agree that they are jointly and severally liable for the performance of their obligations hereunder.
- c. Clear Channel and Advertiser/Agency acknowledge and agree that the Airport, the applicable Airport Authority, or any other party that owns or controls the premises or structures within or upon which the advertising facilities shall be located is not a party to this Contract and shall have no contractual liability or any other duty to the Advertiser/Agency by virtue of this Contract and that this Contract shall not affect the rights and obligations between Clear Channel and such entities. Notwithstanding anything to the contrary under this Contract, this Contract and the services to be provided hereunder shall be subject in all respects to the underlying agreement between Clear Channel and the applicable entity granting Clear Channel the rights upon which the services herein are being provided.
- d. In the event that Clear Channel's ability to install new or replacement advertising displays subject to this Contract are delayed due to no fault of Advertiser/Agency, the Contract Start and End dates specified on Page 1 of 2 hereof, shall be proportionally extended without liability to Advertiser/Agency.
- e. Advertiser/Agency, without expense to Clear Channel, shall supply replacements for any damaged or defaced display material and provide for the replacement and installation of any defective parts or mechanisms.
- f. This Contract becomes effective when accepted and executed by Clear Channel and contains the full agreement of the parties; no representation or assurance, verbal or written other than that written herein and on Page 1 of 2 hereof or by separate agreement over the signature of an officer of Clear Channel, shall effect or alter the obligation of either party hereto.
- g. Advertiser/Agency shall carry its own insurance covering all advertising copy and displays. Clear Channel shall not be liable for any damage or loss by theft, fire explosion, the elements or other casualty.
- h. Clear Channel is an Equal Opportunity Employer.

IN-TER-SPACE SERVICES, INC., d/b/a CLEAR CHANNEL AIRPORTS

CONTRACT FOR ADVERTISING DISPLAY SPACE at: South Bend International Airport

Installation/Production/Removal Contract

Contract Created Date:		12/18/2019	
CONTRACTED DIRECTLY BY ADVERTISER			
Customer #	298094	Invoice	✓
Name	City of South Bend		
Address	321 E Walter St		
City, State Zip	South Bend IN 46614-2642 us		
Contact	Jim Kubinski		
E-Mail Address	jkubinski@southbend.in.gov		
Phone #	5747072833	Fax #	
P.O. #			
Product Name			

CONTRACTED BY AGENCY ON BEHALF OF ADVERTISER			
Customer #		Invoice	
Name			
Address			
City, State Zip			
Contact			
E-Mail Address			
Phone #		Fax #	
P.O. #			
Advertiser / Product			

Location Code	Size(s)	Production Cost	Production Tax	Shipping Cost	Shipping Tax	Installation Cost	Installation Tax	Removal Cost	Removal Tax	Total Cost
SBN-1A-TFD-5	120" W x 56" H	\$330.00	\$23.10	\$50.00	\$3.50	\$0.00	\$0.00	\$0.00	\$0.00	\$406.60
SBN-VW-1-6	84.56" W x 48.7" H	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SBN-VW-1-6		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
								CONTRACT SUBTOTAL		\$380.00
								TAX SUBTOTAL		\$26.60
CONTRACT START DATE		1/6/2020					COMPREHENSIVE CONTRACT TOTAL			\$406.60

NOTE: Additional charges may not be included in the total Contract cost as listed above.

Special Instruction / Additional Charges:

Sales tax where applicable. Tax is subject to change. Client is responsible for all tax fees to the extent permitted by applicable law.

Ad Stacking for 4 images included

Agency/Advertiser hereby contracts IN-TER-SPACE SERVICES, INC., d/b/a CLEAR CHANNEL AIRPORTS (herein after referred to as "CLEAR CHANNEL") for those certain airport advertising services described above upon the terms and conditions set forth herein AND ON PAGE 2 OF 2 (together, the "Contract").

This Contract must be signed by both Agency or Advertiser and Clear Channel to be effective.

Agency _____	Advertiser <u>City of South Bend</u>
Signature _____	Signature _____
Name _____ Date _____	Name <u>Jim Kubinski</u> Date _____

CLEAR CHANNEL SIGNATURES		
Signature 1 _____	Name _____	Date _____
Signature 2 _____	Name _____	Date _____

FOR INTERNAL USE	
Account Executive (s) <u>Jo Daniels</u>	Contract # _____
_____	New * <input checked="checked" type="checkbox"/> Renewal <input type="checkbox"/>

TERMS AND CONDITIONS

Terms and Conditions to In-Ter-Space Services, Inc., d/b/a Clear Channel Airports For Advertising Display Space

I. TERMS OF PAYMENT

- a. Bills will be rendered per period in advance dating from the commencement date of the Contract. Advertiser/Agency agrees to make payment net (without offsets, abatement, deductions or demand) in advance upon receipt of bills. Default shall be deemed to occur whenever any bill shall be unpaid for thirty (30) days. The Security Deposit, if applicable will be refunded upon the termination of the Contract, or applied to the remaining payment obligation.
- b. Clear Channel reserves the right, at any time upon default by Advertiser/Agency in the payment of bills, at its sole option, either (1) to consider that the entire total balance of payments to be made under this Contract shall be accelerated and become immediately due and payable; or (2) to cancel this Contract and to require immediate payment of the balance due, including the addition of the applicable short term rate and retain any deposit as liquidated damage. Advertiser/Agency agrees to pay forthwith the amount determined to be due Clear Channel in accordance with either of the above options and to reimburse Clear Channel for any expenses that it may incur in the collection of all amounts due, including attorney's fees, court costs, and related expenses.
- c. Payments are subject to late payment charge of one and one-half percent (1½%) per period eighteen percent (18%) per annum, or such lesser amount as permitted by law. Such charge will be added to billed amounts that are thirty (30) days late. This shall also apply to balances under 1-b above.
- d. Advertiser and Agency agree that any dispute or default of said Contract shall be governed by the laws of the Commonwealth of Pennsylvania, and each agree to submit to the jurisdiction and venue of the state or federal courts located in Lehigh County, Pennsylvania.

II. RATES

- a. Unless otherwise specified on Page 1 of 2 hereof, rates quoted are per period rates applicable only to contracts for display periods of thirteen (13) consecutive periods. Additional percentages are charged for shorter terms that may be specified in this Contract, or in any renewal or curtailment thereof.
- b. All rates and adjustments are computed on the basis of 28 days per period.
- c. Unless otherwise specified on Page 1 of 2 hereof, all rates are for use of space only, and do not include cost of designing, producing, delivering material, or erecting display material.
- d. Advertiser/Agency may request replacement advertising copy change outs subsequent to the initial advertising copy. Unless otherwise specified on Page 1 of 2 hereof, Clear Channel may charge Advertiser/Agency for any work associated with complying with Advertiser/Agency's request for replacement advertising copy change outs as part of the advertising services provided by Clear Channel to Advertiser/Agency. Advertiser/Agency agrees to assume all expense in connection with initial installation as well as subsequent Advertiser/Agency requested changes of display material required under all contracts for exhibits.
- e. Unless otherwise specified on Page 1 of 2 hereof, rates indicated in this Contract are not subject to advertising agency commission.
- f. Electrical illumination for all displays is included in the space fee rate. All diorama wall cases, glass-enclosed island cases and show window display cases are supplied by Clear Channel. In addition, included in the space fee rate is regular cleaning of all display cases and maintenance of standard illumination. All space fee rates quoted are for non-selection positions and are subject to rotation shifts as shall be determined by Clear Channel and the appropriate Airport Authority in their sole discretion.

III. ADVERTISING MATERIAL

- a. Use and placement of all advertising materials submitted by Advertiser/Agency are subject to the prior approval of Clear Channel and the appropriate Airport Authority(ies). Furthermore, all advertising displays or exhibits placed on property owned or controlled by the Airport under this Contract are subject to the Airport Authority's orders of removal if deemed unaesthetic, objectionable or for any other reason whatsoever in the Airport's sole discretion.
- b. Advertiser/Agency will be responsible for preparation and delivery of advertising display material to designated Clear Channel service points without expense to Clear Channel at a minimum of 7 days prior to the date of commencement of Contract or desired date of change. If advertising display materials are timely delivered, Clear Channel shall complete posting/installation of the advertising display material no later than five (5) working days after the date of commencement of this Contract or desired date of change.

If Advertiser's/Agency's material is not received by the required date: (i) Advertiser's advertising materials may not be installed by the commencement date of the Contract, (ii) Advertiser/Agency may be subject to increased installation costs, (iii) Clear Channel shall not be obligated to provide any "bonus" or "make good" accommodations and (iv) Clear Channel is hereby authorized at its sole option to leave vacant or to use substitute advertising copy in spaces allocated to Advertiser/Agency under this Contract and Advertiser/Agency agrees that it will pay for such use of the advertising display spaces.

c. Clear Channel is hereby authorized to remove and to leave vacant or to use substitute advertising copy for any advertising display material which may be defaced, damaged or otherwise become deteriorated and for which Advertiser/Agency has failed to provide replacements without liability or expense to Clear Channel. It is hereby agreed that non-use of advertising display space arising from Advertiser's or Agency's failure to provide such replacement will not relieve Advertiser/Agency from obligation to pay for such advertising display space.

d. Advertiser/Agency agrees to call for and remove all advertising or display material immediately after the expiration of its display period and further agrees that without liability, Clear Channel is authorized to remove and dispose of any such material that is not so called for or removed.

e. Advertiser/Agency authorizes Clear Channel to use a picture or photograph of Clear Channel's advertising display containing Advertiser/Agency's advertising materials for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients, or for its internal use.

IV. CANCELLATION

- a. Unless otherwise specified on Page 1 of 2 hereof and except for V. below, this Contract is not subject to cancellation by Advertiser/Agency and may not be assigned or transferred by Advertiser/Agency without the prior written consent of Clear Channel.
- b. If for any reason whatsoever, Clear Channel shall (a) cease to have the right to continue the advertising services covered by this Contract or (b) the advertising display(s) covered by this Contract are removed or upgraded; then Clear Channel may at its option either: (i) relocate Advertiser/Agency's advertising copy into suitable advertising display(s) of comparable passenger exposure; (ii) relocate Advertiser/Agency's advertising copy into the upgraded advertising display(s); or (iii) terminate the Contract and discontinue the service provide for hereunder without notice and without liability to Advertiser/Agency.
- c. Loss of service as a result of strikes, fire, terrorist act, natural disasters or any other cause beyond the control of Clear Channel shall not constitute a breach of contract, provided, however, that Clear Channel shall have the option of terminating the Contract or providing pro-rata, an equivalent term of service to Advertiser/Agency.

V. ADVERTISING RATE POLICY

- a. Advertiser/Agency will receive ninety (90) days advance notification on any change in advertising fee rates. Advertiser/Agency may terminate as of the effective fee rate change date by notification to Clear Channel at least thirty (30) days prior to such effective fee rate change date.

VI. GENERAL

- a. Advertiser/Agency agrees to indemnify, save and hold harmless Clear Channel, the Airport and the applicable Airport Authorities (collectively, the "Indemnified Parties") from and against any liability, loss, costs, including attorney's fees, charge or judgment to which the Indemnified Parties may be subject or subjected to by any reason or as a result of the advertising services required by this Contract. Additionally, Clear Channel shall have the right and prerogative to require, at its sole option, the Advertiser/Agency to represent and/or defend Clear Channel's interests in any claim or matter which may result in any such liability, loss, costs, including attorney's fees, charge or judgment.
- b. Advertiser and Agency agree that they are jointly and severally liable for the performance of their obligations hereunder.
- c. Clear Channel and Advertiser/Agency acknowledge and agree that the Airport, the applicable Airport Authority, or any other party that owns or controls the premises or structures within or upon which the advertising facilities shall be located is not a party to this Contract and shall have no contractual liability or any other duty to the Advertiser/Agency by virtue of this Contract and that this Contract shall not affect the rights and obligations between Clear Channel and such entities. Notwithstanding anything to the contrary under this Contract, this Contract and the services to be provided hereunder shall be subject in all respects to the underlying agreement between Clear Channel and the applicable entity granting Clear Channel the rights upon which the services herein are being provided.
- d. In the event that Clear Channel's ability to install new or replacement advertising displays subject to this Contract are delayed due to no fault of Advertiser/Agency, the Contract Start and End dates specified on Page 1 of 2 hereof, shall be proportionally extended without liability to Advertiser/Agency.
- e. Advertiser/Agency, without expense to Clear Channel, shall supply replacements for any damaged or defaced display material and provide for the replacement and installation of any defective parts or mechanisms.
- f. This Contract becomes effective when accepted and executed by Clear Channel and contains the full agreement of the parties; no representation or assurance, verbal or written other than that written herein and on Page 1 of 2 hereof or by separate agreement over the signature of an officer of Clear Channel, shall effect or alter the obligation of either party hereto.
- g. Advertiser/Agency shall carry its own insurance covering all advertising copy and displays. Clear Channel shall not be liable for any damage or loss by theft, fire explosion, the elements or other casualty.
- h. Clear Channel is an Equal Opportunity Employer.