

## **2017 BUS ADVERTISING AGREEMENT**

**BETWEEN SEVEN VALLEYS HEALTH COALITION, INC. AND \_\_\_\_\_**

This Bus Advertising Agreement ("Agreement") effective \_\_\_\_\_ to \_\_\_\_\_, 2017 is by and between Seven Valleys Health Coalition, Inc. ("SVHC"), a not-for-profit organization, with its principal office at 10 Kennedy Parkway, Cortland, NY 13045 and \_\_\_\_\_, (the "Party"), acting by and through their duly authorized representatives.

This agreement provides for the advertisement(s) on the exterior of First Transit a/k/a Cortland Transit Buses ("the Project"), as detailed below. SVHC is the assigned representative for both First Transit and Cortland County regarding the Project.

### **Background:**

SVHC has contracted with Cortland County since 2010 to implement and manage a Mobility Management System, which includes a full-time Mobility Management Coordinator (MMC), who is housed at SVHC, works closely with the bus company (First Transit a/k/a Cortland Transit), and the County Planning Department on public transit issues. The MMC is administering the Project on behalf of SVHC. Address questions to:

Ann Hotchkin  
Mobility Management Coordinator  
Seven Valley Health Coalition  
10 Kennedy Parkway  
Cortland, NY 13045  
Tele. (607) 756-4198  
Fax: (607) 344-0048  
Email: [ann@sevenvalleyshealth.org](mailto:ann@sevenvalleyshealth.org)

Sellco Industries, Inc. in Cortland has been hired to work with SVHC on the 2017 program for advertising on the exterior of Cortland Transit buses. Sellco will be responsible for working with the Party to assure the graphics transfer easily to the bus, while SVHC will review and approve applications for advertising. Contact information for Sellco Industries follows:

George DeLorenzo  
Sellco Industries  
58 Grant Street  
Cortland, NY 13045  
Tele. (607) 756-7594

**Advertising Availability:**

For 2017, potential advertisers can advertise on one or both sides of a package of five (5) buses. Typically the side where passengers enter through the bus door has a smaller space for advertising and is referred to herein as the "Curbside of the Bus". The longer side of the bus is referred to as the "Traffic Side of the Bus".

**Bus Advertising Dimensions:**Four (4) buses:

Curbside: 20" W x 60" L

Traffic Side: 20" W x 84" L

One (1) Bus:

Curbside: 24" W x 60" L

Traffic Side: 24" W x 60" L

**Art Work/Other Requirements:**

Art work should be supplied as an Adobe Illustrator file (.ai or .eps) or a file that can be opened, manipulated, and printed in illustrator. All art and type should be converted to outlines prior to saving and any bitmap images should be 150 dpi at 100% of the size to be printed.

Name of the person/company who created your advertisement: \_\_\_\_\_  
(required)

Their telephone number: \_\_\_\_\_ (required)

Their email address: \_\_\_\_\_ (required)

Sellco may be willing to do additional art work at an hourly rate. Please call them at (607) 756-7594 for a quote separate from this contract.

**Cost for Six (6) Months:**

**\*Curbside:** \$500 per month (6 month minimum) = \$3,000.

**\*Traffic Side:** \$700 per month (6 month minimum) = \$4,200

\*Bus advertising will normally be displayed from October through March, and April through September.

**Method of Payment:**

Advertisers will submit a 25% payment at the time the contract is signed with SVHC. The balance is to be provided within 30 days of the date of the signed contract. All payments made payable to:

Seven Valleys Health Coalition, Inc.  
10 Kennedy Parkway  
Cortland, NY 13045  
Tele. (607) 756-4198

**Acknowledgement:**

1. In the event that there is more demand than allowable advertising space, SVHC will select advertisers that have satisfactorily completed an application and provided the 25% downpayment on a first come, first served basis.
2. Quantity, quality and placement of all advertising will be controlled by and subject to the specific approval of First Transit in consultation with SVHC. This includes, but is not limited to, all requirements of the NYS Department of Transportation with respect to advertisements placed on the exterior of transit buses.
3. SVHC reserves the right to reject any advertisement, commercial or non-commercial, which does not meet the following standards:
  - A. appears to make a personal attack on any individual or upon any company, product, or institution; or falsely disparages any service or product or is defamatory in any respect.
  - B. might be interpreted to be offensive to any religious, ethnic, racial, political, or other group.
  - C. might be interpreted as condoning any type of criminal act or which might be considered as derogatory toward any aspect of the law enforcement profession.
  - D. portrays acts of violence, murder, sedition, terror, vandalism, or other acts of violence against persons or institutions.
  - E. depicts nudity or portions of nudity that would be considered as offensive, distasteful, pornographic, or erotic, is obscene, or advertises adult entertainment.
  - F. might be interpreted as condoning any type of discrimination or might be interpreted as condoning or soliciting any unlawful act or conduct.

G. is in conflict with any applicable federal, state, or local law, statute, or ordinance.

H. contains false or grossly misleading information.

I. In addition, no liquor, tobacco, religious, political, or firearms advertisements will be permitted.

4. The Party recognizes that during the advertisement period noted above, it will be necessary, from time to time, for buses to be taken off the road for reasons such as cleaning, vehicle repair, or to substitute another vehicle needing to be serviced. This results in the advertisement on the bus being out of sight for a matter of hours up to and including a couple of days. No reduction in fees will be given under these circumstances.

F. While Sellco anticipates that good quality materials will be used to display the advertisements on the bus, if the advertisement(s) becomes worn, severely faded, ripped, or otherwise destroyed during the contract period, it will be replaced at no additional cost to the Party.

IN WITNESS THEREOF, SVHC and the Party hereto have caused this Agreement to be executed by their respective signatories on the date first written above:

Seven Valleys Health Coalition

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Jacqueline Leaf

Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_