PARKING AND TRANSPORTATION SERVICES
THE BLUE LINE DISPLAY ADVERTISING TERMS AND CONDITIONS

1. – AGREEMENT The Customer shall provide digital artwork and purchase the advertising at the rate listed and for the duration specified on the contract incorporated herein by reference and made a part of this agreement. The signing of the contract by the Customer indicates acceptance and shall not be modified or amended except in writing and signed by both parties.

2. – ARTWORK & PLACEMENT The University of Memphis Parking and Transportation Services (“Company”) will print and install artwork on behalf of the customer. Customer will supply production/installation ready artwork according to the specifications described if not using the design/creative services of The University of Memphis Tiger Copy & Graphics. Except as otherwise expressly provided in the contract, positioning of advertisements on The Blue Line is at the sole discretion of Company.

3. – ACCEPTANCE OF ADVERTISEMENTS The Company may, at its sole discretion, reject any advertisements. Company reserves the right to not run any advertisement that is received and that is not in accordance with Company’s policies. In addition, Company reserves the right to reject or cancel any advertisement, order or reservation at any time.

4. – TERMS FOR PAYMENT All invoices/contracts are due upon receipt. All production charges, installation charges and package fees are due, payment in full as invoiced at the signing of this contract. Advertising will NOT be produced or placed until Company receives payment in full.

5. – INDEMNIFICATION The Customer shall indemnify and hold harmless Company from any and all loss, cost and expense and damages (including court costs and reasonable attorney fees) on account of any and all manner of claims, demands, actions and proceedings that may be instituted against Company. In addition, the Customer shall indemnify and hold harmless company from any and all claims, demands, actions and proceedings on grounds alleging work produced by Company on behalf of the customer violates any copyrights or any proprietary right of any person, or that it contains any matter that is libelous, obscene or scandalous, or invades any person’s right to privacy or other personal rights. The Customer agrees, at the Customer’s own expense, to promptly notify the Company of any claim, demands, action or proceeding and to defend and continue the defense of any such claim, demand, action or proceeding that may be brought against Company.

6. – COPYRIGHT/TRADEMARK Customer is responsible for obtaining appropriate copyright and trademark clearances.

7. – PRINTED WORK The Customer acknowledges differences in color proofing and color printing technologies and a reasonable variation in color between any and all proofs and the completed job constitutes acceptable delivery.

8. – CANCELLATION In the event of cancellation of this assignment, ownership of all copyrights and any artwork created by Tiger Copy & Graphics shall be retained by the University, and a cancellation fee ($50) for work completed, based on this original price and expenses already incurred, shall be paid in full by the Customer.

9. – LIMITATION ON LIABILITY Customer assumes all liability for content of advertising and agrees to hold harmless, and will indemnify Company from all claims, losses, judgments, and damages arising there from. Liability for typographical errors, wrong insertions, late publications, and/or non-publication, non-performance due to Acts of God, as well as other matters Customer might reasonably rely on this contract, is limited to the amount charged to the Customer by Company for the applicable advertisement. Claims for an allowance for such matters must be made within seven (7) days of the matters first occurrence. LIMITATION OF LIABILITY. Company’s liability is limited in all cases to the return of the charges made for the applicable advertising. THIS LIMITATION OF LIABILITY IS A CONDITION FOR THE ACCEPTANCE OF ANY ADVERTISING BY THE COMPANY. IN NO EVENT SHALL THE UNIVERSITY OF MEMPHIS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR UNREALIZED BUSINESS OPPORTUNITY, ARISING OUT OF THIS AGREEMENT OR THE PUBLICATION OF OR FAILURE TO PUBLISH ANY ADVERTISEMENT, WHETHER OR NOT THE COMPANY WAS ADVISED OF THE POSSIBILTY OF SUCH DAMAGE. CUSTOMER FURTHER AGREES THAT THE COMPANY WILL NOT BE LIABLE FOR ANY LOSSES, COSTS, OR DAMAGES THAT MAY ARISE FROM CUSTOMER’S USE OF ADVERTISING SERVICES ON THE BLUE LINE AND THAT THE COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES.

10. – FORCE MAJEURE Each party hereto shall be excused from liability to perform its obligations hereunder where such failure results from delays caused by Acts of God, fires, floods, strikes, work stoppages, controls or regulation of federal, state, or local governments, or other causes beyond its reasonable control.

11. – ASSIGNMENT This contract may not be assigned or transferred by the Customer.

12. – RIGHTS & RESTRICTIONS This contract does not in any way provide Company or Customer with any advertising rights related to The University of Memphis, The University of Memphis Athletics programs or prevent The University of Memphis from complying with any contract executed by the University. The advertising space provided by The Blue Line is intended to be a non-public forum used solely for the purpose of commercial advertising. Such inventory is not to be used for the publication of advertisements promoting illegal activity or social, religious or political views. The execution of this contract does not result in the transfer, assignment or licensure of any University of Memphis logos, trademarks or other intellectual property. The University of Memphis intellectual property may only be used upon express compliance with licensure requirements related thereto.

13. – GOVERNING LAW This contract shall be governed by the laws of the State of Tennessee. Any claim against the company, its offices, agents and/or employees shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. §9-8-307.

14. – By signing, I certify that I am the owner or authorized representative of the Customer, and I hereby grant on behalf of the Customer its express permission and consent to receive advertising offers and other information via direct mail, telephone, email, and facsimile transmission from The University of Memphis. I agree that such information may be transmitted to the mailing and email address(es), telephone number(s), and facsimile number(s) listed in this agreement or to any other contract addresses and numbers used by the Customer.

15. – The Customer has read and agrees to the Terms and Conditions by the signature on the contract.

16. – This agreement is fully executed upon the acceptance by both parties’ signatures.
PARKING AND TRANSPORTATION SERVICES
THE BLUE LINE DISPLAY ADVERTISING CONTRACT

**Policy Statement**
Advertising will be accepted that promotes either a commercial transaction for goods or services, or a forthcoming and scheduled event sponsored by the University or a registered student organization ("University Advertising"). The University of Memphis reserves the right to give preferential acceptance, placement and rates to University Advertising.

University Public Service Announcements may be purchased and placed on The Blue Line buses by The University of Memphis units. Public Service Announcements contain information for the University community on issues such as health or safety.

Third-party external entities may purchase advertising, the primary purpose of which is to promote a commercial transaction. The University of Memphis Parking and Transportation Services may, at its sole discretion, reject any advertisements.

The following advertising will not be accepted for display on campus buses, irrespective of whether it is University or Third-Party Advertising:

1. Advertising that relates to **religion**.
2. Advertising that relates to **political campaigns, issue or candidate advocacy, or other public policy issues or public service announcements**, with the limited exceptions of advertising related to student government campaigns at The University of Memphis and University Public Service Announcements.
3. Advertising that promotes the sale or use of **alcohol, tobacco or firearms**.
4. Advertising that offers or reasonably appears to offer, promote or encourage **unlawful conduct**, or the use or possession of **unlawful goods and services**.
5. Advertising that contains any material that is **false, misleading or deceptive**.
6. Advertising that would **violate exclusivity terms** with current University of Memphis contracts.
7. Any advertising that in its sole discretion is deemed by University officials as inappropriate or inconsistent with the educational mission of The University of Memphis.

**Ad Design, Submissions and Payment Information**
Ad design is the responsibility of the advertiser
Ads must be a maximum of 10 inches high and 28 inches wide
Ads should be designed to be displayed horizontally
Ads must be submitted in a .pdf or .jpeg format
Parking and Transportation Services will print, install and remove ads
All payments must be received before ad production will begin
All ads are subject to University approval before printing
Ads must be submitted for approval at least 7 business days prior to the actual beginning run date
Submit this completed advertising request form along with your ad copy to blueline@memphis.edu

**ALL INFORMATION MUST BE COMPLETED.** Incomplete forms submitted or ads that are not in the proper format will be returned. This will force a delay in processing your request. We cannot process any request without these requirements being met. Please complete a separate form for each ad copy submission.

**Package Rate**
Advertising rates are for one ad space in each of the six shuttle buses running on both routes.

<table>
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<tr>
<th>Internal University Rates</th>
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<tr>
<td># of Months</td>
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<tr>
<td>Cost/Month</td>
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*Monthly rate does not include the additional charge of $200 for ad production.
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INTERNAL UNIVERSITY BILLING INFORMATION

Today’s Date ________________________________

U of M Department __________________________ Contact Person(s) ____________________________

Email __________________________ Phone Number(s) ____________________________

How many months would you like to advertise? _________________

A valid BANNER account must be provided for all Internal University Advertising.

Please note: Advertising space may be purchased using University Department Index information or from Foundation Accounts. Parking and Transportation Services will process a transfer voucher for Index information and an invoice for Foundation Accounts. Please fill out the information below with the information from which you would like to be charged.

INDEX

FUND

ORGANIZATION

ACCOUNT

PROGRAM

ACTIVITY

FOR FOUNDATION ACCOUNTS ONLY

Foundation Account Title ____________________________ Account # __________

Mailing Address ____________________________________________

Street City State Zip

Principal Investigator Signature Date

By signing this form, I understand and agree to the following:

• All terms and conditions
• All ads are subject to departmental approval
• Payment is due upon submission of the advertisement request form

Requesting Department __________________________

University of Memphis __________________________

Department Authorized Signature __________________________

Procurement Authorized Signature __________________________

Date __________________________ Date __________________________