

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 raise relevant to 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 POSSIBILITY 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.