

AGREEMENT

Agreement made this _____ day of _____, 20____, by and between The Edmond Town Hall Board of Managers with an office and place of business at 45 Main Street, Newtown, Connecticut 06470, and acting herein by _____, its _____, duly authorized, hereinafter referred to as "Seller" and _____, of _____, acting herein by _____, its _____, duly authorized, hereinafter referred to as "Purchaser".

1. Seller agrees to display advertising of Purchaser based on content provided by Purchaser, and to run the same prior to showings of movies at Edmond Town Hall Theater.

2. Purchaser agrees to a minimum of _____ months of advertising payable in advance.

3. The cost per month will be according to the agreed upon fee schedule.

4. Each ad will run for a minimum of ten (10) seconds within the advertising carousel.

5. Purchaser must approve and sign off on the final advertising prior to display. In this regard, Purchaser agrees to hold harmless the Seller from any liability.

6. Purchaser represents to Seller that the content of the advertising is truthful, factually accurate and is original in nature or legally acquired by permission and is not in violation of any copyright or trademark infringement.

7. The following terms shall apply to the Seller:

a) Seller agrees that no content or information utilized in Purchaser's ads will be released to any other individuals or sold to other purchasers without written consent.

b) Seller is not responsible for lost broadcasts whether the result of power failure or malfunction of its equipment or any other cause beyond Seller's sole control. Purchaser's only remedy for failure to run an ad without cause shall be running the omitted ad the same number of times as it was omitted.

c) Purchaser agrees to hold Seller harmless from any claims for unauthorized use of content of the ads claimed by any third person as a result of information furnished by the Purchaser.

d) Furthermore, Purchaser agrees to hold Seller harmless from any claims by observers who contest the accuracy of the ads or may be morally or ethically offended by said ads or other representations in said advertising which may subsequently prove to be untrue or misleading.

8. Payment for advertising can be made by check or credit card in advance or by monthly automatic withdrawal from a credit card or checking account. Failure to make a payment when due shall be cause for not running the ad until payment is made without extension of the terms of this contract.

9. There will be a \$25.00 charge to update an ad during the contracted period of time.

10. Integration of an ad into the display carousel will take place on the 1st and 3rd Wednesday of every month with the ad to commence running on the Friday of that week.

Dated at _____, Connecticut, this _____ day of
_____, 20_____.

EDMOND TOWN HALL BOARD OF
MANAGERS

By _____

PURCHASER

By _____

Credit Cards Accepted (circle one): Mastercard Visa Amex Discover

Credit Card No.: _____

Amount: _____

Exp. Date: _____

Authorized Signature: _____

Date: _____

RATE SCHEDULE AS OF JULY 8, 2014

| <u># Month</u> | <u>Rate</u> |
|----------------|-------------|
| 1 | \$ 200.00 |
| 3 | \$ 550.00 |
| 6 | \$1,000.00 |

Rates are guaranteed for the length of the contract. Seller reserves the right to change the rate schedule in the future upon thirty (30) days' notice to Purchaser.