

**AGREEMENT FOR ADVERTISING**

This Agreement is made and entered into as of \_\_\_\_\_ (Effective Date), by and between the San Francisco Bay Area Water Emergency Transportation Authority (WETA) and \_\_\_\_\_ (Advertiser).

**1. ADVERTISEMENT**

- Advertiser is solely responsible for the content of the advertising materials it wishes WETA to display on board a WETA ferry (Advertisement). Advertiser must, at its sole cost, prepare and furnish to WETA advertisement(s) that meet the following specifications:

*Digital file in full color .PNG format with the size dimensions of 1920 pixels wide by 1080 pixels high, no larger than five megabytes*

- Advertiser warrants and represents that (a) it is fully authorized to publish the entire contents of the Advertisement, (b) that the Advertisement does not violate the rights, including all intellectual property rights, of any third party, and (c) that the Advertisement complies with the Advertising Policy and with all applicable federal, state, or local law, regulation, ordinance, or permit. WETA's Advertising Policy is attached to this Agreement as Exhibit A and incorporated into the Agreement by this reference.
- WETA reserves the right without liability and at its sole discretion, to approve, reject, remove, and/or cancel any Advertisement for any reason, including but not limited because the Advertisement does not comply with the Advertising Policy. WETA's sole liability in the event it rejects, removes, or cancels an Advertisement is to refund the pro-rata portion of any amount already paid by Advertiser for advertising.
- Advertiser agrees that the location of the Advertisement and the time of display (if digital) will be subject to WETA's approval and that WETA may change the time and location at its sole discretion.

**2. COMPENSATION**

ADVERTISER will pay WETA in accordance with the then-current rate sheet. WETA will invoice the Advertiser upon final execution of this agreement. Payment must be received before the advertising start date. The advertisement will not run until payment is received. WETA reserves the right to award a monthly advertising slot to another interested party if payment is not received by the due date.

**3. NOTICES**

All communications relating to the day-to-day activities of the project will be exchanged between Thomas Hall at: hall@watertransit.org and (415) 291-3377 and the Advertiser at \_\_\_\_\_ and \_\_\_\_\_.

All other notices and communications regarding interpretation of the terms of this Agreement and changes thereto will be given in writing and may be given by personal delivery to a representative of the parties, by

emailing as follows, or by overnight mailing or courier service the same, addressed as follows:

If to WETA: San Francisco Bay Area Water  
Emergency Transportation Authority  
Attn: Thomas Hall  
9 Pier, Suite 111  
San Francisco, CA 94111  
Email: hall@watertransit.org

If to the ADVERTISER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

The addresses to which notice may be given may be changed from time to time by notice emailed or mailed as described above. Notice will be deemed given on the day after that on which it is emailed, delivered in person, or deposited with a courier.

**4. RESPONSIBILITY; INDEMNIFICATION**

To the maximum extent permitted by law, Advertiser must indemnify, keep and save harmless WETA and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any allegation that the Advertisement libels, plagiarizes, infringes or violates any third party privacy rights or any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Advertiser further agrees to defend any and all such actions, suits or claims, with counsel acceptable to WETA in its sole discretion and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against WETA, the Advertiser must, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

**5. TERMINATION**

WETA has the right to terminate this Agreement at any time for cause or for convenience by giving written notice to the Advertiser. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding will recover, in addition to all court costs, reasonable legal fees.

**6. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

7. **ENTIRE AGREEMENT; MODIFICATION**

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

**ADVERTISER:**

**WETA:**

NAME

SAN FRANCISCO BAY AREA WATER  
EMERGENCY TRANSPORTATION AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

Name: Thomas Hall

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

Title: Public Information & Marketing Manager

