



School Transportation Association of Massachusetts
76 North Bedford St. – East Bridgewater, MA 02333

STAM ONLINE ADVERTISING AGREEMENT

This Online Advertising Agreement (the “Agreement”) is entered into as of this **DATE:** _____ (the “Effective Date”) by and between the School Transportation Association of Massachusetts (the “Publisher”), and **COMPANY NAME:** _____ (the “Advertiser”) and together with the Publisher, the “Parties”).

WHEREAS, the Advertiser wishes to engage the Publisher for the purpose of publishing an advertisement on the Website on the Advertiser’s behalf (the “Advertisement”) on the terms and conditions set forth below;

WHEREAS, the Publisher wishes to publish the Advertisement on the Website and agrees to do so under the terms and conditions of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. PURPOSE.

The Advertiser hereby engages the Publisher, and the Publisher hereby accepts such engagement, to perform the services described in this Agreement, in connection with placing and publishing the Advertisement on the Website (the “Services”).

2. COMPENSATION.

The total compensation for the Services shall be:

PLEASE CHECK ONE:

_____ **\$250** for Ad Space on the STAM Website **Annually or**

_____ **\$150** for Ad Space on the STAM Website in addition to an Indoor Exhibition Space at the Annual Convention and Trade Show at **\$350** for a **total of \$500 Annually.**

_____ \$150 for Ad Space on the STAM Website in addition to a Tent Area Full-Sized Bus Space at the STAM Annual Convention and Trade Show at \$450 for a **total of \$600 Annually**.

_____ \$150 for Ad Space on the STAM Website in addition to a Tent Area Van-Sized Vehicle Space at the STAM Annual Convention and Trade Show at \$400 for a **total of \$550 Annually**.

_____ \$150 for Ad Space on the STAM Website in addition to a Convention Patron Sponsorship with one Full-Sized Bus Space in the tent area at the STAM Annual Convention and Trade Show that includes an ad inside the convention program at \$1200 for a **total of \$1350 Annually**.

_____ \$150 for Ad Space on the STAM Website in addition to a Convention Patron Sponsorship with one Van-sized Vehicle Space in the Tent Area at the STAM Annual Convention and Trade Show that includes an ad inside the convention program at \$1150 for a **total of \$1300 Annually**.

Payments must be made prior to the posting of the Advertisement. If you choose to pre-purchase a Trade Show Space, you will be given a discount code to use when it comes time to register for the event.

3. TERM.

This Agreement is effective as of the Effective Date and shall continue in force, unless otherwise terminated in accordance with the provisions of Section 4 of this Agreement, for a period of twelve (12) month[s] (the “Term”). The Agreement will renew automatically for the same term listed above, unless either Party provides a (30) days’ written notice of its intent not to renew.

4. TERMINATION.

This Agreement may be terminated by the Advertiser at any time, upon thirty (30) days written notice. If Advertiser chooses to terminate the engagement, Publisher agrees to return any payment for services not yet rendered on a pro-rata basis. The parties agree that the Publisher will run and be compensated for all ads through the 30 day notice period unless the parties agree in writing otherwise .

5. RESPONSIBILITIES.

Of the Publisher. The Publisher agrees to do each of the following:

(1) Place and publish the Advertisement on the Website as detailed in this Agreement.

(2) Perform the Services in a workmanlike manner and with professional diligence and skill, using fully-trained, skilled, competent, and experienced personnel.

- (3) Use best efforts to maintain the Website and to minimize any Website downtime or errors that affect the constant display of the Advertisement during the Term.

Of the Advertiser. The Advertiser agrees to do each of the following:

- (1) Provide all assistance and cooperation to the Publisher in order to enable the Publisher to place and publish the Advertisement on the Website.
- (2) Provide initial information and deliver the Advertisement within (10) days of the Effective Date (the “Initial Advertisement”).
- (3) Refrain from advertising any political preferences.

6. PARTIES’ REPRESENTATIONS AND WARRANTIES.

The Parties each represent and warrant as follows:

- (1) Each Party has full power, authority, and right to perform its obligations under the Agreement.
- (2) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors’ rights generally and equitable remedies).
- (3) Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.

The Publisher hereby represents and warrants as follows:

- (1) The Services shall be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Publisher shall obtain all permits or permissions required to comply with such laws, rules, or regulations.
- (2) The Publisher shall notify the Advertiser of any changes to the Website that would materially change its target audience or the size and scope of its reach.

7. PAYMENT SCHEDULE.

The Publisher will invoice the Advertiser the Annual Publishing Fee on a per ad basis. Payment in full is required before ad is displayed on website.

By signing below, the Parties agree to comply with all of the requirements contained in this Agreement.

Dated: _____

PUBLISHER

COMPANY NAME _____

Signature: _____

Name: _____

Title: _____

Contact Email (for your ad content): _____

Contact Phone Number: _____

Address: _____

ADVERTISER

[School Transportation Association of Massachusetts]

Signature _____

Name: _____

Title: _____