

mcnutt&company, llc

creative solutions / concept arts

p.o. box 2708 • auburn, alabama 36831

p: 334.501.4807 • 800.501.6750 • f: 334.501.4808

e: BRATS@leadershipbycreativity.com

BRATS – DISPLAY ADVERTISING INFORMATION

Images are for illustrative purposes only. See contract for actual ad specifications and pricing info. Proceeds from the sale of advertising space will benefit the Baldwin County Commission, Baldwin County Rural Transportation and the Citizens of Baldwin County. Thank You for your support.



Curb Side



Driver Side



Back



Curb Side Alternate



Inside

About BRATS

The BRATS Program offers safe, affordable, and reliable transportation to the citizens of Baldwin County in order to help promote a strong economy, protect our environment, conserve energy, and enhance our lives. The BRATS Program has 43 buses in its fleet covering over 20,000 miles each on an annual basis. BRATS is the ONLY public transportation system in Baldwin County.

Local Area Market Information

Baldwin County (2010) Population:

182,250 (Mobile County 412,000)

Demographics:

White: 86% Black: 10% Hispanic: 2% Asian: 1%
Ages 18-24: 9% Ages 25-44: 27% Ages 45-64: 26%

Baldwin County Quick Facts

Approximately 4.53 million people visited Baldwin County in 2008 spending \$2.3 billion.

Gulf Shores was selected as one of the "Top Ten Pro Beach Business Communities" by Southern Business and Development Magazine in 2011.

Today, out of Alabama's (67) counties, Baldwin County remains one of the top 3 fastest growing.

There are 18 Golf Courses in Baldwin County.

With a regional population of 895,000 consisting of 412,000 in Mobile Co., AL, 180,000 in Baldwin Co., AL and 303,000 in Escambia County, FL (Pensacola) a large pool of population exists within easy reach.

BRATS By The Numbers

43 Buses / 880,941 Miles Covered

NOTE: All advertisements placed in connection with BRATS will be labeled with the following tagline:
"Proceeds from the placement of this ad benefit the Baldwin County Commission, Baldwin County Rural Area Transportation and the Citizens of Baldwin County."

Questions? Contact: BRATS@leadershipbycreativity.com • www.leadershipbycreativity.com • 800.501.6750

Funding for Baldwin Rural Area Transportation System is provided by Baldwin County Commission and Federal Transit Administration grants which are administered by the Alabama Department of Transportation.

BRATS – TRANSIT DISPLAY ADVERTISING ORDER

Advertiser/Agency ("Customer") hereby authorizes and instructs McNutt & Company, LLC ("Company") to post and maintain the BRATS Display Advertising herein upon the following terms:

Customer: _____

Address: _____

Contact Name: _____

Phone: _____ Fax: _____

Email: _____

Advertiser: _____

Display Date(s): _____

☐ Spring Term (January - June) ☐ Fall Term (July - December)

About BRATS Advertising Inventory

BRATS is the ONLY public transportation system in Baldwin County. BRATS offers 43 buses that operate on various lines throughout the year serving the citizens of Baldwin County. BRATS buses cross and re-cross the entire county, on regular routes giving maximum exposure for advertisers. Lines buses rotate on include:

CENTRAL TRANSFER, EASTERN SHORE EXPRESS,
CENTRAL EXPRESS, SOUTH CENTRAL EXPRESS,
NORTH BALDWIN EXPRESS, CITY ZONES,
NUTRITION ROUTES, DESIGNATED WORK ROUTES,
SEASONAL ROUTES, BEACHLINC, NORTHLINC and
BAYLINC (Baldwin-Mobile Route).

Terms for Advertising Placement

Spring Term (January - June)

Fall Term (July - December)

BRATS Special Event Services

BRATS offers its bus shuttle service throughout the year for special events on the Gulf Coast. Some of these events boast massive attendance numbers in the hundreds of thousands!

Ad Location	Ad Size	Display Term	Ad Rate 1 or 2 Terms		Total Ads	Subtotal
Curb Side	84" x 18"	☐ F ☐ S	☐ \$1,100	☐ \$2,000	(x) _____	_____
Curb Side Alt.	36" x 18"	☐ F ☐ S	☐ \$725	☐ \$1,325	(x) _____	_____
Driver Side	84" x 18"	☐ F ☐ S	☐ \$1,100	☐ \$2,000	(x) _____	_____
Rear	48" x 24"	☐ F ☐ S	☐ \$750	☐ \$1,350	(x) _____	_____
Interior	18" x 24"	☐ F ☐ S	☐ \$350	☐ \$650	(x) _____	_____
Short-Run Ads	_____	_____	3 Month Term (x 25%) _____		(x) _____	_____
Other	_____	_____	_____		(x) _____	_____

▶ PLEASE REMIT PAYMENT TO: McNutt & Company, LLC
P.O. Box 2708 • Auburn, Alabama 36831-2708

TOTAL AMOUNT DUE: _____

NOTE: All advertisements placed in connection with BRATS will be labeled with the following tagline: "Proceeds from the placement of this ad benefit the Baldwin County Commission, Baldwin County Rural Area Transportation and the Citizens of Baldwin County."

Advertiser/Agency ("Customer") acknowledges that the foregoing order is subject to the terms and conditions on the reverse side of this order form.

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Title: _____

McNutt & Company Creative Solutions, LLC Standard Terms and Conditions

- 1. – AGREEMENT** McNutt & Company, LLC (“Company”), pursuant to a contract with the *BALDWIN COUNTY COMMISSION AND BALDWIN COUNTY RURAL AREA TRANSPORTATION SERVICE* (“BRATS and/or BALDWIN COUNTY”), agrees to provide the advertising as indicated on the order form which is part of this contract. The Customer shall 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 Advertiser/Agency (“Customer”) indicates acceptance and shall not be modified or amended except in writing and signed by both parties.
- 2. – ARTWORK & PLACEMENT** Company will design, produce and install artwork on behalf of Customer. Customer will supply Company with production/installation ready artwork according to the specifications described if not using the design/creative services of Company. Except as otherwise expressly provided in the contract, positioning of advertisements on BRATS is at the sole discretion of the Company. Customer acknowledges that Company has not made any guarantees with respect to usage statistics or levels of impressions for any advertising except where expressly stated in the contract. Company provides Customer with estimated impressions only as a courtesy to the Customer and shall not be held liable for any claims relating to said usage statistics. Any information collected by the Company, or its site vendors, relating to users or Customer’s advertisement shall be property of the Company, and Customer shall not obtain any rights in such information by virtue of this agreement.
- 3. – ACCEPTANCE OF ADVERTISEMENTS** The Company and/or BRATS or Baldwin County may, at its sole discretion, reject any advertisements.
- 4. – TERMS FOR PAYMENT** All invoices/contracts are due upon receipt. All production charges, installation charges and monthly rental fees are due, payment in full as invoiced at the signing of this contract. Advertising will NOT be created, produced or placed until Company receives payment in full. The Customer representative accepting this contract shall be responsible for all payments and obligations hereunder, regardless of the fact that such person may be acting as an agent, broker or other intermediary and whether or not the principal is disclosed to the company.
- 5. – DEFAULT IN PAYMENT** The client shall assume responsibility for all collection of legal fees necessitated by default in payment.
- 6. – INDEMNIFICATION** The Customer shall indemnify and hold harmless Company and/or BRATS or Baldwin County 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 and/or BRATS or Baldwin County on grounds alleging work produced by Company on Customer’s behalf 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 defend and continue the defense of any such claim, demand, action or proceeding that may be brought against Company and/or BRATS or Baldwin County, provided that Company shall promptly notify the Customer with respect thereto, and provided further that Company shall give the client such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.
- 7. – COPYRIGHT** All advertising, which represents the creative effort of the Company and/or the utilization of creativity, illustrations, labor, composition, or material furnished by it, is and remains the property of the Company, including all rights of copyright therein. Customer understands and agrees that it cannot authorize reproductions, in whole or in part, of any such advertising.
- 8. – CHANGES & DELAYS** The Customer shall be responsible for making additional payments for changes requested by the Customer in original assignment. However, no additional payment shall be made for changes required to conform to the original assignment description. The Customer shall offer Company the first opportunity to make any changes. All changes, additions or deletions will not be considered agreed to or binding to the other unless such modifications have been either initialed or approved in writing by both parties. No display period will be extended, and Customer will pay for the full display period, if display is delayed because Customer fails to provide approved artwork to Company at least ten (10) business days prior to the display date specified on this contract. Customer shall be solely responsible for the design and quality of artwork provided to Company in connection with this contract.
- 9. – REJECTION OF ADVERTISEMENT** Company and/or BRATS or Baldwin County reserves the right to not run any advertisement that is received and that is not in accordance with Company’s and/or BRATS or Baldwin County policies. In addition, Company and/or BRATS or Baldwin County reserves the right to reject or cancel any advertisement, order or reservation at any time.
- 10. – 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.
- 11. – CANCELLATION** In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by Company, and a cancellation fee for work completed, based on this original contract price and expenses already incurred, shall be paid in full by the Customer.
- 12. – 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 all 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 MCNUTT & COMPANY, LLC 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 COMPANY’S AD MANAGEMENT SERVICES ON BRATS AND THAT THE COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES.**
- 13. – 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.
- 14. – ASSIGNMENT** This Contract Agreement may not be assigned or transferred by the Customer.
- 15. – RIGHTS & RESTRICTIONS** This contract does not in any way provide Company or Customer with any advertising rights related to Baldwin County, its programs, Baldwin County Commission, Baldwin County Rural Area Transportation Service or prevent Baldwin County or BRATS from complying with any contract previously executed. The advertising space provided through BRATS is intended to be a non-public forum used solely for the purpose of commercial advertising for the generation of advertising revenues. 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 BRATS or Baldwin County logos, trademarks or other intellectual property (“Baldwin County Intellectual Property”). Baldwin County Intellectual property may only be used upon express compliance with licensure requirements related thereto.
- 16. – CONFIDENTIALITY** It is expressly agreed that neither Customer, nor Company, nor their respective agents and representatives, shall disclose in any manner the terms and conditions of this Agreement to anyone not a party to it.
- 17. –** This Agreement is governed by the laws of the State of Alabama.
- 18. –** 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 McNutt & Company Creative Solutions, LLC or any other business operated by the Company. I agree that such information may be transmitted to the mailing and email address(es), telephone number(s) and facsimile number(s) listed on the front of this agreement or to any other contact addresses and numbers used by the Customer.
- 19. –** The Customer has read and agrees to the Terms and Conditions by the signature on the front of this contract.
- 20. –** This agreement is fully executed upon the acceptance by both parties’ signatures.