

**WEBSITE ADVERTISING CONTRACT**

Niagara Frontier Transportation Authority

PARTIES

Pursuant to this agreement the relevant parties are the Niagara Frontier Transportation Authority, also known as the NFTA, at 181 Ellicott Street, Buffalo New York and Advertiser, \_\_\_\_\_

DEFINITIONS

"Advertiser" shall mean any party contracting to place an advertisement at NFTA.com or its sub-sites.

"Advertisement" shall mean digital image supplied by the Advertiser and Link.

"Link" shall mean a Web URL directing a Web page visitor to another Web site.

"Effective Start Date" is determined by NFTA and shall mean the actual date the Advertisement begins being displayed and also represents the official commencement of this Agreement

RESPONSIBILITIES

NFTA agrees to display the Advertiser's advertisement and link in the contracted space for the contracted period of time subject to availability of space. Advertising will be placed on a first come, first served basis.

RESPONSIBILITIES OF ADVERTISER

The Advertiser agrees to supply a suitable advertisement complete with signed Agreement and payment for the right to advertise on the contract portions of NFTA.com for a contracted period of time.

#### CONTRACT TERM

Following receipt of payment and acceptable digital image, the Advertisement will be displayed on NFTA.com within a reasonable amount of time, subject to availability, and will continue to be displayed for the contracted period of time.

#### PAYMENT

Advertiser shall pay in accordance with the provisions of this Agreement. Any money paid to the NFTA by the Advertiser will be fully refundable, not including accrued interest, if any, up to the Effective Start Date.

#### ADVERTISING APPROVAL

The NFTA reserves the right to ensure that all such advertising is in good taste and does not detract from or impair the image or reputation of the NFTA. The NFTA may disapprove any such items in its sole and absolute discretion.

#### STATISTICS

NFTA is not required to provide Advertisers with usage statistics.

#### INDEMNIFICATION FOR LIABILITY

Advertiser is solely responsible for any legal liability arising out of or relating to the Advertisement, and/or any material to which users can link to through its Advertisement. Advertiser warrants that it holds the necessary rights to the Advertisement and Link, if applicable, and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right,

false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity. Advertiser agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the NFTA, its subsidiary corporation the Niagara Frontier Transit Metro System, Inc., and their members, agents and employees from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by the NFTA arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

#### LIMITATION ON DAMAGES

In no event shall the NFTA be liable to Advertiser for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not NFTA has been advised of the possibility of such damage.

#### DISCLAIMER

In no event shall the NFTA, its members, agents or employees, be liable for any damages or expenses caused by system failure caused by any on-line service or computer system failure, or by any transmission, access or communication problems. The NFTA is not responsible for the quality of the Advertiser's advertising to the extent that it may be affected by any operating systems, networks, independent display mechanisms or access to on-line services. In no event will the NFTA be liable for any consequential, exemplary, incidental, punitive or special damages arising out of this Agreement, including, but not limited to, loss of profit, loss of data or the cost of any alternative forms of advertising, whether based on breach of contract, tort (including negligence or recklessness), product liability or

otherwise, even if the NFTA is informed in advance of the possibility of such damages..

#### ASSIGNMENT

Advertiser shall not assign this Agreement to a third party without first obtaining the written consent of the NFTA. Any attempt to assign this Agreement without such consent shall render it null and void and any remaining dollar amount representing any unused advertising shall be forfeited.

#### GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the venue of any action or proceeding in Erie County, New York.

#### ENTIRE AGREEMENT

This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, provided that all pricing will be governed by the NFTA's pricing information. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

#### ATTORNEY FEES

In the event of any dispute or default as to the terms of this Agreement, the prevailing party shall be entitled to recovery of reasonable attorney fees and costs in addition to any damages occasioned thereby.

WEBSITE ADVERTISING ORDER FORM

Advertiser: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Phone: \_\_\_\_\_

| Space                   | Cost  | Month(s) | Total |
|-------------------------|-------|----------|-------|
| Buffaloairport.com      |       |          |       |
| landing page            | \$700 | _____    | _____ |
| interior page           | \$500 | _____    | _____ |
| Arrivals/Departures     | \$800 | _____    | _____ |
| Niagarafallsairport.com |       |          |       |
| interior page           | \$700 | _____    | _____ |
| NFTA.com                |       |          |       |
| landing page            | \$700 | _____    | _____ |
| interior page           | \$500 | _____    | _____ |
| NFTAboatharbor.com      |       |          |       |
| landing page            | \$300 | _____    | _____ |
| Metro.nfta.com          |       |          |       |
| landing page            | \$700 | _____    | _____ |
| interior page           | \$500 | _____    | _____ |
| schedules page          | \$300 | _____    | _____ |
| specific routes         | \$400 | _____    | _____ |

\_\_\_ check included    \_\_\_ Please invoice  
 (Invoices will be e-mailed with a PayPal option.)  
 Provide notice to renew this contract within seven business days  
 of expiration.