



Thank you for your interest in partnering with the City of Griffin in our efforts to better inform the community of the great works taking place in Griffin and Spalding County. If you have any questions, contact Citizen Engagement Specialist Alvin Huff at 678-692-0450 or via email at ahuff@cityofgriffin.com.

This agreement between _____, acting as a content partner (herein after "partner"), and the City of Griffin (hereinafter "the City") documents the reservation of _____ page(s) in the City's 4-issue publication during the 20____ calendar year for a total annual cost of _____.

Contact person: _____ Title: _____

Phone: _____ Fax: _____

Email: _____

Street address: _____

Mailing address: _____

APPROVED AS TO FORM

THIS 8th DAY OF Oct, 2014


CITY ATTORNEY

By signing below, I certify that I have legal authority to bind this content partner. Additionally, I have read this contract and agree to its terms.

Date Signature of Content Partner Representative Title

Date Signature of City of Griffin Representative Title

Growing, TOGETHER

City of Griffin Magazine Advertising Agreement

1. **Publication period:** The City of Griffin will publish and distribute submitted partner content quarterly during the identified calendar year. In addition, the City will make available to the partner digital copies and printed copies, while supplies last.
2. **Partner responsibilities:** The partner agrees to submit content to the City Manager's office in advance or on the date of submission deadlines for the city's publication. Submitted content should include pictures, text, and articles to be included in the upcoming publication in a digital format acceptable to the City. Any requests regarding layout or page placement should be noted at the time of content submission.

Submission and proof deadlines must be met to ensure publication timetables. Should a partner fail to submit content by announced submission deadlines, the partner may be excluded from the same issue. Partners excluded from an issue at no fault of the City must still pay the agreed funds for the issue in which they were excluded.

The content partner will have the opportunity to proof its page(s) in advance of publication. Proofs will be primarily for typographical corrections only. Requests for changes of original copy or layout will be evaluated on a case by case basis at the discretion of the city manager or his/her designee.

If clarification during the design process is necessary, the partner may be contacted directly by third party contractors; however, the partner should refrain from directly contacting contractors unless in response to an inquiry from the contractor. Inquiries and requests should be directed to the city manager or his/her designee.

3. **Right to refuse unacceptable content:** The City, acting as publisher, reserves the right to refuse any content which directly or indirectly supports or opposes a particular candidate, political cause, or issue or that advocates or opposes a particular religion or religious belief.

Refusal of unacceptable content will be decided by the City Manager or his/her designee.

The content partner will be notified of any issues at or immediately following the submission of content. The partner will have the opportunity to submit new or corrected content by a newly determined submission deadline to the City. Should partners fail to replace or correct refused content, the City shall publish all approved content from that partner but retains the right to insert additional content to resolve layout issues. Partners excluded from an issue at no fault of the city must still render funds from the issue in which they were excluded.

4. **Payment:** Payment shall be submitted to the City on either a "per edition" or yearly basis. If per edition, payment is due to the City during the time period following the publication of each edition but prior to the submission deadline for the following edition. Partners paying on a yearly basis should submit payment in full prior to the submission of the second publication. All checks should be made payable to the City of Griffin. Forms and payment can be mailed to:

City of Griffin
Attn: Alvin Huff
PO Box T
Griffin, GA 30224

Growing, TOGETHER

If payment is not received in a timely manner, the partner temporarily forfeits its reservation of space in the City's publication until payment has been received. The partner is still responsible for payment to the City in issues of the publication for which it has temporarily forfeited its reservation due to nonpayment. The partner's content will be included following the receipt of all delinquent payments in full or following the installation of a payment plan agreed upon by the partner and the city manager's office.

5. **Indemnification for liability:** The content partner is solely responsible for any legal liability arising out of or relating to its submitted content, and/or such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, 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.
6. **Limitation on damages:** In no event will the City be liable to the content partner for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not the City has been advised of the possibility of such damage.
7. **Governing law:** This agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
8. **Cancellation:** If a partner wishes to cease publishing content with the City, an organizational representative must inform the city manager's office in writing prior to the submission deadline of the upcoming issue; however, the partner agrees to pay its remaining portion of issue costs for that calendar year on either a "per issue" basis or in a lump sum payment. For example, if partner X decides to terminate its relationship with the City after the publication of two issues that calendar year, partner X still agrees to pay the City for the remaining two issues to be published that year. Following receipt of that payment, this agreement shall immediately terminate and both parties shall be relieved from any and all further obligations hereunder as set forth in other provisions of this agreement.

If a partner plans not to renew this agreement for the following calendar year, an organizational representative should inform the city manager's office in writing prior to the submission deadline of the last issue during the current calendar year.
9. **Termination:** The City reserves the right to terminate this agreement at any time. Partners will be informed of magazine termination in writing prior to the submission deadline of the upcoming issue. Payment received in advance for editions cancelled by the city will be refunded.
10. **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 verbal) regarding such subject matter. The terms and conditions of this agreement shall prevail over any contrary or inconsistent terms. This agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

Growing, **TOGETHER**