

DIGITAL ADVERTISING AGREEMENT

ALBANY REGIONAL AIRPORT AND ALBANY VISITOR CENTRE



This Agreement is between:

CITY OF ALBANY and ADVERTISER

102 NORTH ROAD,

ADDRESS:

YAKAMIA WA 6330

CONTACT:

(CITY)

EMAIL:

PHONE:

(ADVERTISER)

1. PURPOSE

Under this Agreement, the Advertiser purchases the right to display approved advertising material on the digital advertising asset selected in Schedule 1 for the agreed advertising period.

The Advertiser does not acquire any ownership, tenancy or other interest in the advertising asset or the location in which it is situated.

2. ADVERTISING PERIOD

The advertising period will be:

COMMENCEMENT DATE

END DATE

3. ADVERTISING FEES

The Advertiser must pay the applicable advertising fee specified in Schedule 1 and payment must be made in accordance with an invoice issued by the City.

4. USE OF ADVERTISING SPACE

The advertising space is provided solely for the Advertiser named in this Agreement and for the advertising material approved by the City.

The Advertiser must not, without the City's prior written approval:

- Sell, resell or on-sell the advertising space.
- Sublet, sublicense, assign or transfer the advertising space or any rights under this Agreement to another person, business or organisation.
- Use the advertising space to advertise another business or organisation.
- Bundle the advertising space into another advertising or marketing package for resale.
- Permit any third party to exercise the Advertiser's rights under this Agreement.

An advertising or marketing agency may arrange advertising on behalf of a disclosed client only where the client and advertising content have been approved by the City.

The Advertiser remains responsible for compliance with this Agreement regardless of whether an advertising, marketing, design or other agency acts on its behalf.

5. GEOGRAPHIC RELEVANCE

Advertising displayed at the Albany Regional Airport or Albany Visitor Centre must have a clear connection to Western Australia or the Great Southern region.

Advertising must principally promote a business, organisation, product, service, event, destination or experience that:

- Operates or is available within Western Australia or
- Is directly relevant to visitors, residents or businesses within the Great Southern region.

6. CITY APPROVAL

All advertising artwork, images, video and other content must be submitted to the City and receive written approval before being displayed or broadcast.

The City may approve, refuse or request changes to advertising material at its discretion where reasonably necessary to protect the City's facilities, reputation, community standards or the experience of visitors and passengers. The Advertiser must not change approved advertising material without first obtaining the City's approval.

7. ADVERTISING CONTENT STANDARDS

Advertising must be appropriate for display in a public, family-friendly environment used by people of diverse ages, backgrounds and beliefs.

Advertising must not contain or promote:

- Profanity, obscene language or offensive gestures.
- Sexually explicit, pornographic or unnecessarily sexualised material.
- Graphic violence, threatening material or content that may reasonably cause distress.
- Material that discriminates against, vilifies, humiliates or incites hatred towards a person or group.
- Misleading, deceptive, false or materially inaccurate statements.
- Unlawful products, services or activities.
- Material that infringes another person's intellectual property, privacy or other legal rights.
- Party-political advertising, election campaigning or material advocating for or against a political party, candidate or election outcome.
- Religious proselytising or material primarily intended to promote, oppose or denigrate a particular religion, faith or belief.
- Any other material the City reasonably considers offensive, inappropriate or unsuitable for display at the Albany Regional Airport or Albany Visitor Centre.

Nothing in this Agreement limits the City's right to refuse advertising where it reasonably considers that displaying the material would be inconsistent with the City's responsibilities as a local government or operator of the relevant facility.

8. ACCURACY OF ADVERTISING

The Advertiser is responsible for ensuring all information contained in its advertisement:
Is accurate, factual and current.

- Complies with applicable Australian laws, regulations and advertising standards.
- Accurately represents the advertised business, product, service or event.
- Is updated where information materially changes during the advertising period.

9. ARTWORK AND VIDEO

The Advertiser is responsible for creating and supplying its own completed artwork, imagery, animation or video in a format suitable for the selected advertising asset.

Artwork should include, where appropriate:

- High-quality images, preferably at least 300 dpi and approximately 2 MB or greater.
- The Advertiser's business or organisation name and logo.
- A clear product, service, event or campaign title.
- Information about where customers can obtain further information.
- A clear call to action, such as Book now, Visit our website, or Find us on York Street.

Artwork and video must also comply with the technical specifications for the selected advertising asset in Schedule 1. The City may request replacement artwork where supplied material is unsuitable for the relevant display, is of insufficient quality or does not meet the required technical specifications.

10. IMAGES, LOGOS AND INTELLECTUAL PROPERTY

The Advertiser warrants that it:

- Owns, or has obtained all necessary permissions and licences to use, all photographs, images, logos, video, music, fonts, graphics and other material contained in the advertisement
- Has obtained any necessary permission from identifiable people appearing in the advertising material
- Has the authority to provide the material to the City for public display.

The Advertiser is responsible for any claim arising from its unauthorised use of third-party material.

11. REMOVAL OR SUSPENSION OF ADVERTISING

The City may immediately suspend, remove or cease displaying an advertisement if:

- It does not comply with this Agreement.
- Information in the advertisement is inaccurate, misleading or no longer current.
- The Advertiser does not have the necessary rights or permissions to use the material.
- The content attracts substantiated complaints or raises reasonable concerns regarding public safety, community standards or legal compliance.
- The advertising is inconsistent with the content requirements in clause 7.
- The Advertiser has not paid an amount due to the City.
- Continued display could reasonably expose the City to legal, reputational, operational or safety risks.

Where reasonably practicable, the City will give the Advertiser an opportunity to provide replacement material. The City is not required to continue displaying advertising that does not meet the requirements of this Agreement.

12. CANCELLATION

The Advertiser may request cancellation of its advertising booking by giving the City written notice.

Any refund or credit for advertising cancelled by the Advertiser will be at the City's discretion, taking into account advertising already provided and any costs reasonably incurred by the City.

The City may cancel an advertising booking where the advertising asset is required for operational purposes or is no longer available.

Where the City cancels an advertising booking for reasons unrelated to a breach by the Advertiser, the City will provide a refund, credit or alternative advertising period for any advertising that has been paid for but not supplied.

13. LIABILITY

To the extent permitted by law, the City is not responsible for:

- Loss of sales, revenue, business opportunity or anticipated benefit arising from the advertising.
- The number of people who view an advertisement.
- Errors contained in material supplied by the Advertiser.
- Temporary interruptions to advertising caused by circumstances outside the City's reasonable control.
- Nothing in this Agreement excludes any right or liability that cannot lawfully be excluded.

14. AGREEMENT

By signing this Agreement, the Advertiser confirms that it:

- Has read and accepts the terms of this Agreement.
- Accepts responsibility for all advertising material supplied to the City.
- Agrees to pay the applicable advertising fees.
- Acknowledges that all advertising remains subject to approval by the City.

SCHEDULE 1 - ADVERTISING BOOKING

ADVERTISER:

CAMPAIGN/ADVERTISEMENT:

ADVERTISING PERIOD:

SELECTED ADVERTISING ASSET:

WEEKLY FEE:

NUMBER OF WEEKS:

TOTAL FEE:

PURCHASE ORDER/REFERENCE:

CURRENT DIGITAL ADVERTISING OPTIONS

LOCATION / ADVERTISING ASSET	COST PER MONTH*	AVAILABILITY	ADVERTISING FORMAT/ DISPLAY	ARTWORK DIMENSIONS (W X H)
Albany Visitor Centre Touchscreen Screen Saver	\$94.00	4 spots per month	10 seconds every minute across four screens	1920px x 1080px
Albany Visitor Centre Television Screen	\$98.00	3 spots per month	Maximum 2-minute video; displayed on one screen only	Up to 2560 x 1080 px; 1920 x 1080 px also accepted
Albany Visitor Centre Digital Window Advertising, York Street Facing	\$268.00	1 spot	Video or image displayed externally in the evening	Contact City for current specifications
Albany Visitor Centre Digital Window Advertising, Alison Hartman Gardens Facing	\$365.00	1 spot	Video or image displayed externally in the evening	1700px x 902px
Albany Regional Airport Television Screen	\$98.00	3 spots per month	Maximum 2-minute video; displayed on one screen only	1920px x 1080px

FORMAT NOTES:

- Touchscreen Screen Saver: suitable for still images or advertisements.
- Visitor Centre television screens: suitable for still images in slideshow format or video with subtitles. Audio is not available.
- Digital window advertising: suitable for still images, video or animation.
- Albany Regional Airport television screens: suitable for still images in slideshow format or video with subtitles. Audio is not available.

**Fees are subject to review and may change each financial year.*

SIGNATURES

CITY OF ALBANY

ADVERTISER

NAME:

NAME:

POSITION:

POSITION:

SIGNATURE:

SIGNATURE:

DATE:

DATE: