

### **Brown Student Agency (“BSA”) Billboards Service Agreement**

By completing your transaction and purchase, you are agreeing to be bound by all of the terms and conditions of this BSA Billboards Service Agreement (“Agreement”) as well as to all of the terms and conditions set forth in the BSA LCD Screen Advertising policy found here: <http://brownbsa.com/biz#billboards>

#### **Term**

The term of this Agreement shall commence upon completion of the transaction and purchase, and terminate on the last day of the purchased period, subject, however, to prior termination as hereinafter provided.

#### **Amount**

The Customer agrees to pay the amount provided on the product page or agreed upon with the BSA Billboards Marketing Representative.

#### **Submission of Advertising Slides**

Customer’s advertising slide (“Slide”) must meet the submission guidelines set forth in the BSA LCD Screen Advertising Policy (<http://brownbsa.com/biz#billboards>) as well as the terms and conditions set forth in this Agreement. The Billboards Guidelines are summarized below:

- a) Any material depicting weaponry, violence, drugs, alcohol, graphic, and sexually explicit material is prohibited and will be rejected.
- b) Profane or derogatory language is prohibited, including replacing all or some of the letters of the intended text with symbols (such as #&!).
- c) Brown University encourages and supports the free exchange of ideas and political viewpoints, as a non-profit, private institution of higher education whose activities are regulated in part by Section 501(c) (3) of the Internal Revenue Code; the University is prohibited from engaging in partisan political activity or permitting its resources to be used for support of such activities. Any advertisement that violates this policy will be rejected.
- d) Services or products offered must NOT be in direct competition with list of services and products offered by Brown Student Agencies. A complete list of services and products can be seen at [bsa.brown.edu](http://bsa.brown.edu).
- e) Services or products relating to food or beverage must be either a Brown First vendor or a Brown Dining Services Preferred vendor.
- f) Brown Student Agencies has final say on all advertisements being displayed. Brown Student Agencies reserves the right to reject any advertisement for any reason.

#### **Content Ownership**

Customer hereby affirms, represents, and warrants that:

- a) Customer is the creator and owner of or has the necessary licenses, rights, consents, and permissions to use and to authorize the BSA to use and distribute Customer’s advertisement; and
- b) Customer’s advertisement does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of

- publicity, or any other intellectual property or proprietary right and/or (b) slander, defame, libel, or invade the right of privacy, publicity or other rights of any person or entity; and
- c) Customer's advertisement does not contain any viruses, adware, spyware, worms, or other malicious code; and
  - d) Customer's content does not contain or represent any products or services related to violence, weaponry, drugs, alcohol, and graphic & sexually explicit material.

### **Content Requirement**

Customer agrees that Customer will not submit or attempt to submit, and the BSA has the right to reject, refuse to accept, remove or otherwise handle as BSA deems appropriate, any "Unauthorized Content" which is defined as any Slide that is or could be construed as violating any of the terms and conditions of BSA LCD Screen Advertising Policy and/or this Agreement, including, without limitation: use of profanity or derogatory language, use of alcohol, drugs, violence, or sexually –explicit material and use of copyrighted material without permission.

### **Rejection of Advertisement Slide**

Any submission that does not adhere to the terms and conditions contained in BSA LCD Screen Advertising Policy and/or this Agreement will be rejected. BSA also retains the right to reject any of Customer's Slide(s) it may find objectionable. In the event that Customer's Slide is rejected, BSA will promptly return all Customer advertisement content provided to BSA, as well as any and all copies. Customer agrees to the rejected slides policies stated at: <http://brownbsa.com/biz#billboards>

### **Return of Customer's Advertisement Slide**

Upon expiration or termination of this Agreement BSA shall return to Customer all advertisement content provided to BSA, as well as any and all copies

### **Indemnification**

Customer agrees to indemnify and hold harmless Brown Student Agencies and Brown University, including the Corporation, its trustees, offices, employees, and agents from any claims, losses, damages, liabilities, costs, and expenses (including attorneys' fees), based upon or arising out of: (i) any breach or alleged breach by Customer of its covenants, representations and warranties contained in the BSA LCD Screen Advertising Policy (<http://brownbsa.com/biz#billboards>) as well as the terms and conditions set forth in this Agreement.

### **BSA Warranty**

The BSA warrants that it will upload Customer's Slide(s) onto the BSA Billboards (4 LCD display screens across the campus and on channel 1 of IPTV) for the purchased amount of time from Monday of the starting week to Monday of the week at the end of the purchase time. During such time, Customer's Slide(s) will be displayed on a rotational basis with each slide being displayed for 30 seconds per 5 minute cycle. The screens will be on display 24 hours per day barring uncontrollable circumstances. BSA further warrants that the service offered by BSA will operate substantially in accordance with the terms outlined in the BSA LCD Screen Advertising Policy which can be found here: <http://brownbsa.com/biz#billboards> as well as the terms and conditions set forth in this Agreement. If Customer discovers any failure of the service to operate in such manner, Customer shall promptly notify BSA in writing of such failure. Upon receipt of such notice, BSA shall undertake commercially reasonable efforts to resolve or fix such failures. In the event that, within five (5) business days of receiving notice of a service failure, BSA shall offer the Customer either a full refund or the opportunity to have its Slide(s) shown at another mutually agreed upon time. The remedies set forth in this paragraph shall be Customer's sole and exclusive remedy for breach of the warranties provided for under this Section.

**Force Majeure**

BSA shall not be responsible for delays or failures in performance resulting from acts beyond its reasonable control. Such acts shall include, but are not limited to, acts of God, strikes, riots, acts of war, communication line failure, terrorist attacks, and power failures.

**Competition**

BSA reserves the right to run advertisement(s) with any other person, firm, corporation, or entity in connection with any product or service directly or indirectly competitive with or similar to any product or service of Customer.

The Customer hereby agrees to the above Terms and Conditions of the BSA Billboards Service Agreement.

Date: \_\_\_\_\_

**Business:**

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Brown Student Agencies:**