Advertising Agreement

This agreement is made between Midwest Golf Inc. and the City of Lincoln Parks and Recreation Department (Lancaster County, Nebraska).

For consideration specified herein, the parties hereby agree as follows:

1. Midwest Golf Inc. shall have exclusive authorization to solicit tasteful advertising that will be produced on plaque inserts on the granite tee signs that are currently installed on the following municipal golf courses: Ager Golf Course, Highlands Golf Course, Holmes Golf Course, Mahoney Golf Course and Pioneer Golf Course. The City of Lincoln shall have the right to specify those types of business establishments and/or products it wishes NOT to have advertised on the tee signs. The City of Lincoln shall have the right to assist in defining its advertising sales effort.

2. It will be the responsibility of the City of Lincoln to perform, or contract for production, the plaque inserts used as advertising space. The City of Lincoln will remove all old plaques and install all new plaques as they are sold.

3. In the unlikely event that a plaque insert needs to be replaced due to theft, vandalism, or acts of nature, the City of Lincoln will replace the plaque insert within six (6) weeks at the City of Lincoln's expense. If the art work on a plaque fails, the City of Lincoln will have it replaced by the company that produced it.

4. In the event that a sponsor defaults in payment or declines to renew their contract, Midwest Golf Inc. will seek a replacement sponsor and the City of Lincoln shall replace the plaque(s) as soon as they can be produced.

5. Midwest Golf Inc. will perform all work, furnish all labor, necessary supplies, supervision, organization, and other items of work and costs necessary for the proper execution of this agreement.

6. All monies collected for advertising will be made payable to Midwest Golf, Inc. from which the City of Lincoln will receive $160 for a sign placed on an 18-hole course and $100 for a sign placed at Ager Golf Course. Payments to the City will be made within 30 days of sale. These dollar amounts are based on a one-year agreement and will remain the same for a multiple year agreement. The City will receive a copy of all advertising agreements.

7. The following types of advertising shall not be accepted for placement on golf course tee signs:

    a. Any advertising prohibited by federal, state or local law.
    b. Feminine hygiene products or contraceptives of any kind or nature.
    c. Advertisements of a sexually explicit nature or advertisements which advertise shows, movies, pictures, books, or other materials, exhibitions, or performances of a sexually explicit nature.
    d. Advertising copy that is false, misleading, deceptive, and/or offensive to the moral standards of the community, or contrary to good taste.

e. Advertising copy which is contrary to the best interest of the City Golf Program or which may result in public criticism of the City Golf Program.
f. Advertising which could reasonably be deemed to be slanderous or libelous, or advertising which is directed at a particular individual, group or organization, or political advertising.
g. Advertising relating to abortion, homosexuality, or organized religion.
h. Advertising of or relating to beer, wine, or alcoholic liquors or to any tobacco products.
i. Advertising by or on behalf of any candidate for political office, or relating to any ballot issue, or relating to any other issue of a political nature whereby the advertiser attempts to influence public opinion.
j. Advertising which appears as the City Golf Program or the City of Lincoln endorses or approves in any way of the advertising itself or of any subject of such advertisements.

All copy, artwork, and advertising contracts must be forwarded to the City Golf Manager in advance of placement on tee signs and artwork and material shall be of acceptable quality.

8. The contractor shall neither assign any interest in the Agreement, nor delegate any duty arising under this Agreement, without the prior written consent of the City of Lincoln thereto; provided, however, that claims for money due or to become due to contractor from the City of Lincoln under this agreement may be assigned without such approval. Notice of such assignment or transfer shall be furnished promptly to the City of Lincoln.

9. It is agreed that City of Lincoln is interested only in the results obtained from the Agreement and the Contractor shall perform as an independent contractor with the sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own means and methods of work, which shall be in the exclusive charge and control of the Contractor. Contractor is, for all purposes arising out of this Agreement, an independent contractor, and it shall not be deemed an employee of the City of Lincoln. It is expressly understood and agreed that Contractor, its officers, agents and employees, shall in no event be entitled to any benefits, which City employees are entitled including, but not limited to, overtime, retirement benefits, workers' compensation benefits, and injury leave or other benefits. Further, it is expressly understood that the Contractor, its officers, agents, or employees are acting on their own behalf and are acting without supervision or approval from the City of Lincoln.

10. Copyrights, Royalties and Patents: The Contractor shall defend and hold City of Lincoln harmless for any suits or claims for infringement of patent, copyright, or other intangible rights in any way related to this Agreement

Hold Harmless: To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless City of Lincoln, its agents, employees, and elected officials from and against claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of, resulting from, or related to the Agreement that results in any claim for damage whatsoever including, without limitation, any bodily injury, sickness, disease, death, or injury to or destruction of tangible or intangible property,

including the loss of use resulting therefrom that is caused in whole, or in part, by the Contractor or anyone directly or indirectly employed by the Contractor, or anyone for whose acts, any of them, may be liable. This section shall not require the Contractor to indemnify or hold harmless City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of City of Lincoln. In addition, City of Lincoln shall not be responsible nor be held liable for any damage consequent upon the use, misuse, or failure of any City of Lincoln equipment, material, or supplies used by the Contractor or anyone directly or indirectly employed by the Contractor. The acceptance or use of any such equipment, material, or supplies, including that supplied by City of Lincoln shall be construed to mean that the Contractor accepts the full responsibility for and in addition to paying for any loss or damage to City of Lincoln supplied equipment, material or supplies. Contractor agrees to exonerate, indemnify, and save harmless City of Lincoln from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, material, or supplies, whether such damage be to the employee or property of Contractor, City of Lincoln, or other persons, even though such equipment may be furnished, rented, or loaned to the Contractor by City of Lincoln.

11. The Contractor shall purchase such insurance as shall protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Agreement for which the Contractor may be legally liable, whether such operations be by the Contractor itself or by anyone directly or indirectly employed by the Contractor or by anyone for whose acts, any of them, may be liable. The insurance required shall be written for not less than the following amounts:

Workers' Compensation	–	Statutory
Commercial General Liability Bodily Injury and Property Damage	–	$1,000,000 combined single limit each occurrence
	–	$2,000,000 aggregate
Property Damage Liability	–	$ 100,000 per occurrence
Employer's Liability	–	$ 100,000 per occurrence

All liability insurance policies shall be written on an occurrence basis only, shall be endorsed to add the City of Lincoln, its official agents and employees, as an additional insured as related to this Agreement and shall be maintained without interruption from the date of the commencement of the work until the date of termination. All insurance coverages are to be placed with an insurance company authorized to do business in the State of Nebraska and shall be placed with an insurer that has an AM best rating of not less than A:VII, unless specific written approval has been granted by City of Lincoln to deviate from this requirement. The contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this section and such insurance has been approved by the City Attorney for the City of Lincoln. All certificates of insurance evidencing such coverages shall be filed with the Agreement showing the specific limits of insurance coverage required and any deductibles required. Such certificate shall specifically state the insurance policies are to be endorsed to require the insured to provide City of Lincoln thirty (30) days notice of cancellation, nonrenewal, or any material reduction of insurance coverage.

12. The term of this Agreement shall be for a period of three (3) years from date of executed contract, unless sooner terminated as hereinafter provided. This contract may be extended for no more than two 1-year terms by mutual agreement of the parties.

If Contractor fails or neglects to do or perform or observe any of the conditions or covenants contained herein on its part to be kept and performed, and such failure or neglect shall continue for a period of not less than thirty (30) days after City of Lincoln has notified Contractor in writing of Contractor's default hereunder and Contractor has failed to correct such default within said thirty (30) days, may, at its option, immediately or at any time thereafter, declare this Agreement terminated and of no further force and effect.

If Contractor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then City of Lincoln may, at its option, immediately or at any time thereafter, without notice, declare this Agreement terminated and of no further force and effect.

Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word here of is illegal or invalid for any reason whatsover, such illegality or invalidity shall not effect the validity of the remainder of this Agreement.

This Agreement shall be binding upon and insure to the benefits of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

ATTEST:

CITY OF LINCOLN, NEBRASKA
A Municipal Corporation

_____
City Clerk

_____
Mayor

MIDWEST GOLF INC.

_____
Witness

_____
Witness