

**City of Virginia Beach Sheriff's Office  
Information Underwriting Agreement**

**This Information Underwriting Agreement** (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between the Sheriff's Office of the City of Virginia Beach (the "Sheriff" or "Sheriff's Office") and \_\_\_\_\_ (the "Underwriter")

**WHEREAS** the Sheriff controls certain Closed Circuit Televisions ("CCTVs");

**WHEREAS** the Underwriter desires to display information about a service he/she provides that is relevant to the jail, corrections or the judicial process;

**WHEREAS** the parties desire to memorialize the terms and conditions upon which the Sheriff may provide access to the CCTVs to an underwriter for a fee.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the sufficiency of which is acknowledged, it is agreed as follows:

**Section 1 – Term**

- A. The term of this Agreement (the "Term") shall be all or a portion of the calendar year. If the Term commences after January 1<sup>st</sup>, the Term may only be a portion of the remaining calendar year.
- B. The Term shall commence on either the 1<sup>st</sup> or the 15<sup>th</sup> of a month with a five (5) day advance notification for set-up purposes.
- C. Any renewal or extension of this Agreement must be initiated by the Underwriter at least fifteen (15) days before the end of the Term. If the Underwriter has not renewed by this date, it shall be assumed that the Underwriter has no intention to renew.
- D. The Term shall be:  
\_\_\_\_\_

**Section 2 – Consideration**

- A. There are three rate options: 3 month (\$350.00), 6 month (\$600.00), and 1 year option (\$1000.00). Pursuant to the Term, the rate for this Agreement is \$\_\_\_\_\_. The balance is due upon acceptance by Underwriter of this Agreement. This rate schedule shall apply for the current calendar year, and the parties have no expectation that this will be the same rate schedule for any subsequent year or portion thereof.
- B. If the Underwriter wishes to change the content of the information displayed on the CCTVs, there will be a \$50 fee for each change.

### **Section 3 – Scope**

#### **A. The Sheriff shall:**

1. Provide a time slot to the Underwriter on the Sheriff's Closed Circuit Television ("CCTVs") for the Term. Each slot is equal to 8 seconds. However, the Sheriff may pull an advertisement without notice in his sole discretion as set forth in Section 5 (below). If the Sheriff pulls an advertisement prior to completion of the Term, the Sheriff shall reimburse the Underwriter for the prorated share attributable to the remaining time left in the Term.
2. Provide access to the CCTVs in the Correctional Center, the Judicial Center, Intake or the Correctional Center's visitation lobby on a first come, first served basis.
3. The Sheriff shall operate the CCTVs in good faith and shall not be responsible for refunds in the event that there is a power failure, hardware failure, or other unforeseen event that results in the CCTVs being out of operation for any period of time.

#### **B. The Underwriter shall:**

1. Provide the Sheriff with the information for display on the CCTVs. The information shall be displayed in 8-second time slots. This information must be regarding a commercial service provided at either the City of Virginia Beach Corrections or Judicial Centers.
2. This information shall be limited to text and still photography. There will be no video and no audio provided on the CCTVs.
3. The information shall be viewpoint neutral, containing no stance on political, religious, moral or environmental issues.
4. The information shall be appropriate to all regardless of age, disability, race, color, sex, religion, or national origin.

### **Section 4 – Termination with Cause**

In the event the Underwriter shall for any reason or through any cause be in default of the terms of this Agreement, the Sheriff may give the Underwriter written notice of such default by first class mail at the address set forth below. Unless otherwise provided, the Underwriter shall have ten (10) days from the date that such notice is mailed in which to cure the default. Upon failure of Underwriter to cure the default, the Sheriff may immediately cancel and terminate the Agreement as of the mailing date of the default notice.

### **Section 5 – Termination without Cause**

The Sheriff may pull an advertisement without notice in his sole discretion. If the Sheriff pulls an advertisement prior to completion of the Term, the Sheriff shall reimburse the Underwriter for the prorated share attributable to the remaining time left in the Term.



**Section 10 - Independent Contractors**

In performance of this Agreement, both the Sheriff and the Underwriter will be acting in an individual capacity and not as agents, employees, partners or joint venturers or associates of one another. The agents or employees of the one shall not be construed to be agents or employees of the other.

**Section 11 - Ownership**

The intellectual property rights and other proprietary rights in materials provided to the Sheriff shall belong to the respective owner(s) of such rights. Any display or production by the Sheriff's staff shall vest and be held in the name of the Sheriff's Office.

**Section 12 - Entire Agreement**

The parties agree that this writing constitutes the entire agreement of the parties and that there may be no modification of this Agreement, except in writing, executed by the authorized representatives of the Sheriff and the Underwriter.

**Section 13 - Severability**

The provisions of this Agreement shall be deemed severable, and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

**Section 14 - Waiver**

No failure of the Sheriff's Office to exercise any right or power given to it by law or by this contract, or to insist upon strict compliance by the Underwriter with any of the provisions of this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the Sheriff's right to demand strict compliance with the terms of this Agreement.

As evidence of their agreement to the terms and conditions set forth herein, the parties affix their authorized signatures hereto:

\_\_\_\_\_

**SHERIFF'S OFFICE**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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