

**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 Sheriff controls the content of the Inmate Rule Book;

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 and the Inmate Rule Book 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 1st, the Term may only be a portion of the remaining calendar year.
- B. The Term shall commence on either the 1st or the 15th 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. Video Advertisement: 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. Inmate Rulebook Advertisement: Full Page Ad including a one year video contract (\$1500), Half Page Ad including a one year video contract (\$1400), and a Quarter Page Ad including a one year video contract (\$1250). Covers are sold by silent bid; bidding starts at: Inside Covers (\$3000) includes a one year video contract; Back Cover (\$4000) includes a one year video contract.
- C. 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.
4. Provide advertising space within the Inmate Handbook.

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.
5. Provide information for Inmate Handbook Advertisement. This information shall be limited to text and still photography. There will be no video and no audio provided on the CCTVs. The information shall be viewpoint neutral, containing no stance on political, religious, moral or environmental issues. 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 6 - Non-Assignment

The Underwriter shall not, without the prior written consent of the Sheriff, assign, delegate, or otherwise transfer, in whole or in part, the Agreement or any of the Underwriter’s rights or obligations arising hereunder. The Sheriff may, in its sole discretion, consent or decline to consent to any such assignment, delegation, or transfer, or may give its conditional consent thereto.

Section 7 – Hold Harmless

It is understood and agreed that Underwriter hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Underwriter, its agents or employees under or in connection with this Agreement. Underwriter agrees to indemnify and hold harmless the Sheriff and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney’s fees and litigation expenses suffered by any indemnified party or entity as a result of this Agreement.

Section 8 - Applicable Law/Venue

A. Applicable Law - This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

B. Venue - Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach.

Section 9 - Notice

Any notice or notices required or permitted to be given pursuant to this Agreement shall be given by first class mail, as follows:

To the Sheriff: Sheriff’s Office
Attn: Laura Roland
2501 James Madison Blvd.
Virginia Beach, Virginia 23456

To the Underwriter: _____

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: _____