

II. I. 1. ADVERTISING ON SCHOOL PROPERTY POLICY

East Providence School Department
Advertising on School Property

It shall be the policy of the East Providence School Department to allow paid commercial advertising at athletic and other school sponsored events.

It is the belief of the East Providence School Department that commercial messages and/or advertisements are not public forums of any nature and that all advertising shall be commercial in nature. Furthermore, all advertising may be permitted on the schools' websites, at athletic or other school sponsored events in any school facility or on school property under ownership and control of the City of East Providence, Rhode Island, pursuant only to a written contract expressly permitting such advertising and only under and in compliance with the established policies, practices and guidelines approved by the East Providence School Committee.

The purpose of this policy and its related practices and guidelines is to define the conditions upon which commercial messages and advertisements may be placed in school facilities or upon school property, and to establish definitive guidelines for the acceptance and placement of such messages or advertisements. It is the intent of the East Providence School Department to preserve its full rights and discretion to restrict access to the school facilities and school property and to reject or refuse placement or require removal of any or all commercial messages or advertisements that do not comply with those guidelines.

All corporate support or activity must be consistent with the East Providence School Department's policies prohibiting discrimination on the basis of race, color, national origin, religion, sex, handicap, age or sexual orientation, and must be age-appropriate for the students involved.

All school facilities and school property are intended for and are for the exclusive use of the East Providence Public Schools and its designees for the public purposes associated with education, athletics, community recreation and community activities and entertainment. No school facilities or school property shall be intended or considered as an open, limited or other public forum, and no person shall have a right to access and use any school facility or school property for any purpose other than the intended and authorized public purpose or service. Placement of commercial messages or advertisements in school facilities or on school property shall require specific authorization by the East Providence School Department.

The East Providence School Committee delegates to the Superintendent of Schools the authority and responsibility of negotiating contracts on behalf of the East Providence School Department for the posting of commercial messages or advertisements in school facilities or on school property, provided, however, that the Superintendent shall have no authority to permit anything that is prohibited by this policy, its related guidelines and ordinances of the City of East Providence, and that all tentative contracts are subject to the final approval and signature of the East Providence School Committee. Commercial messages or advertisements may be authorized and accepted only under the following guidelines:

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1. Commercial messages or advertisements shall not be accepted for placement directly upon or within any school facility or school property except as is specifically designated for the placement thereof.
2. Currently designated facilities for the placement of commercial messages and advertisements are as follows:
 - a. Gymnasias of all East Providence Schools during a school sponsored event.
 - b. Along the fencing of said schools during a school sponsored event.
 - c. Front of ticket booths during a school sponsored event.
 - d. Front of concessions stands during a school sponsored event.
 - e. At such other locations as deemed appropriate by the East Providence School Department.
3. Examples of commercial messages or advertisements that contain any of the following characteristics, but not limited to, or that in the sole discretion and judgment of the Superintendent of Schools as the authorized representative of the East Providence School Committee or its legal counsel may be prohibited and may not be accepted for placement on school facilities or upon school property as follows:
 - a. Promotion of or reference to the sale or consumption of alcoholic or cereal malt beverages in name, likeness or implication or the promotion of establishments that are licensed for and primarily sell alcoholic or cereal malt beverages, including bars; provided, however, that restaurants or other food service establishments and hotels or other places of lodging may be authorized when the commercial message or advertisement promotes only the food service or lodging (i.e., a restaurant or other food service establishment may not use in its advertising text the word bar, pub or tavern or other similar word denoting the sale of alcoholic beverages, even if such word is part of the name of the establishment).;
 - b. Promotion of or reference to the sale or consumption of tobacco products or depiction of the use of tobacco products in any manner;
 - c. Commentary, advocacy or promotion of issues, candidates, campaigns or organizations of a social, political, religious or rhetorical nature;
 - d. Promotion of or reference to gambling, pari-mutuel betting, lotteries, or games of chance whether by name, likeness or implication or promotion of or reference to providing such services or activities of a related or similar nature;
 - e. Depiction in any form of nudity or semi-nudity, profanity, obscenity or lewdness or characterization that suggest, depict or promote any such element, or promotion of or reference to any sexually-oriented products, activities or materials such as massage parlors, escort services or establishments featuring X-rated or pornographic movies, contraceptive products or hygiene products of an intimate personal nature or advertising that is unlawful, or contains explicit messages or graphic representations pertaining to sexual content or contain offensive levels of sexual overtone, innuendo or double entendre;

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- f. Promotion in any form of or reference to illegal drugs, illegal drug use or illegal drug materials; or characterizations that suggest or depict the promotion or glorification of such products, activities or materials;
 - g. Promotion of or reference to the use or sale of firearms, explosives or other weapons; or the depiction, suggestion or glorification of violence or acts of a violent nature;
 - h. Use of words, foul or offensive language, representations or descriptive material of any kind having more than one meaning or connotation, one of which would otherwise be prohibited under this Policy;
 - i. Inclusion of materials, depictions, promotions or offerings that are the type prohibited by or by their nature would violate any postal restrictions or regulations or any federal, state or local law, rule or regulation;
 - j. Advertisements that describe or depict criminal activity in any way;
 - k. Advertisements that Attack or demean any ethnic, racial, or religious group;
 - l. Inclusion of any claims that in the judgment of the authorized representative of the East Providence School Committee or its legal counsel constitutes false, exaggerated or misleading or libelous claims, or that contains offensive or otherwise improper comparisons with other products or their makers; and
 - m. Advertisements by political candidates for public office or advertisements concerning ballot issues;
4. To protect the integrity of the school facilities or the school property under ownership and control of the East Providence School Department, and to ensure a proper measure of uniformity, durability and quality, the East Providence School Department shall establish specifications for the types of permitted advertising surfaces and physical materials, and may reject advertising surfaces and materials that do not conform with those specifications or that are not otherwise deemed to be suitable.
 5. Prior to any acceptance or placement of commercial messages or advertisements upon any school facilities or the school property under ownership and control of the East Providence School Department, the specifications of the same, including all advertising copy or content and all materials by which such advertising shall be displayed, must be submitted to the East Providence School Committee for approval.
 6. Any approval for the erection and display of commercial messages or advertising shall be made in writing as part of a written placement agreement, that shall at a minimum contain references to and the advertiser's commitment and agreement to abide by this policy. The term and rate of compensation shall be pursuant to the East Providence School Department's then current approved advertising terms and rates.

EXEMPTIONS AND EXCEPTIONS

Nothing in this policy shall be interpreted to prohibit or require authorization for any of the following:

1. Merchant or governmental identification, logos or trademarks appearing upon property acquired, installed or used in the construction or renovation of any of the facilities.
2. Public service announcements or announcements of events directly related to services of East Providence Schools.

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3. Product or vendor identifications in relation to authorizing merchandizing or vending operations conducted upon or about the school facilities or the school property under ownership and control by the East Providence Public Schools.

AMENDMENTS TO POLICY

The East Providence School Committee reserves the right to amend this policy from time to time and no advertising contract entered into under any existing version of this policy shall serve to restrict or prevent the East Providence School Committee from making any such subsequent amendments.

Policy Adopted: 8/18/11

ADVERTISING CONTRACT

Advertising entity_____

Billing_____

Contact_____

Contact_____

Address_____

Address_____

City/State/Zip_____

City/State/Zip_____

Phone_____Fax_____

Phone_____Fax_____

Email_____

Email_____

Advertiser's name as it will appear _____

Advertiser's website address as it will appear_____

Details of advertising requested_____

Subject to the terms and conditions contained in the East Providence School Department Commercial Advertising Policy, the advertiser holds harmless the East Providence School Department and the City of East Providence, Rhode Island, and their elected officials, officers, agents and employees from and against any and all damages or liabilities of personal injury or property damage whether caused by acts of nature, accidents, or vandalism.

AGREED: By signing this contract, advertiser acknowledges, understands and agrees to all of the terms and conditions of this contract and promises to pay the advertising cost by the date as noted above. The individual signing this contract on behalf of the advertiser certifies that he/she has the necessary authority to bind the Advertiser. This contract may not be assigned without express written consent of the East Providence School Committee. The advertisement(s) must comply with the East Providence School Committee's Advertising Policy and Guidelines. If the East Providence School Committee deems an advertisement to be in violation of the East Providence School Committee's Advertising Policy, the East Providence School Committee may require the removal of the

advertisement. The East Providence School Committee reserves the right to amend the Advertising Policy at any time and this advertising contract is subject to any such revision.

Accepted and Approved:

| | |
|-------------|------------------------------------|
| Advertiser: | East Providence School Department: |
| BY _____ | BY _____ |
| DATE _____ | DATE _____ |
| TITLE _____ | TITLE _____ |

Make all checks payable to the East Providence School Department. All advertising material should be sent to East Providence School Department, Attention: Superintendent of Schools, 80 Burnside Avenue, East Providence, RI 02915.

1. Payment is due in full within thirty (30) calendar days of the initial invoice date. Advertising privileges will be suspended on accounts over 15 days past due. All expenses and legal fees incurred in collecting outstanding invoices will be paid by the Advertiser. The East Providence School Committee (EPSC) reserves the right to require payment in advance of production.
2. Advertiser shall submit to EPSC all advertising and editorial materials no later than five (5) business days of payment received. Cancellations must be received no later than five (5) business days after receipt of payment. No cancellations are accepted after closing dates without written agreement from EPSC or designees.
3. EPSC reserves the right to reject any advertisement at any time after receipt of advertising materials.
4. EPSC shall not be liable for any damages for failure to fulfill an order for any reason whatsoever, including but not limited to labor disputes, strike, war, riot, insurrection, civil commotion, fire, flood, accident, storm, act of God, or any other circumstances.
5. EPSC reserves the right to cancel this Agreement at any time upon Advertiser's failure to pay any bill when due.
6. In the event EPSC must employ an attorney to collect sums due hereunder or to enforce compliance by Advertiser with any of the terms of this Agreement, Advertiser shall pay to EPSC attorney's fees and other costs incurred by EPSC in connection with any legal actions and appeals thereof.
7. Advertiser shall indemnify EPSC and hold EPSC harmless from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions and proceedings that may be instituted against EPSC on grounds alleging that any advertisement submitted hereunder by or on behalf of Advertiser violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights. Advertiser agrees at Advertiser's own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against EPSC, provided that EPSC shall promptly notify Advertiser with respect thereto. The Advertiser shall reimburse publication of such advertising copy, together with all

expenses incurred in connection therewith, including but not limited to, reasonable attorney's fees and court costs.

8. This writing contains the entire Agreement of the Parties. No representations were made or relied upon by either party, other than those expressly set forth in this Agreement. No agent, employee or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by a duly authorized officer, employee or other representative of the respective parties.
9. Should any part of this Agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such part, parts, or portion which may, for any reason, be hereafter declared invalid.