

GLASSBORO PUBLIC SCHOOLS  
GLASSBORO, NEW JERSEY

TO: Mark Silverstein

FROM: Scott Henry

DATE: April 3, 2017

RE: Agenda Item – Bus Advertising Contract Approval

AS you are aware, the EIRC closed its doors on March 31, 2017. The School Bus Advertising program will continue to be run by Jack Caulkin through JMI Enterprises, LLC. I am requesting the board approve the attached contract with JMI Enterprises to administer the school bus advertising program for the district. Fee for this service will be 35% of revenue generated as per prior agreement with EIRC. Contract has been reviewed and approved by district solicitor.

## MacMichael, Mary

---

**From:** Silverstein, Mark  
**Sent:** Thursday, April 13, 2017 12:46 PM  
**To:** Henry, Scott; MacMichael, Mary  
**Subject:** Re: SchoolBusAds / JMI Enterprises LLC

Make this as an attachment to your recom.

---

**From:** Henry, Scott  
**Sent:** Thursday, April 13, 2017 12:08:05 PM  
**To:** Silverstein, Mark; juhulo@comcast.net; ajf323@verizon.net; Chris Esgro  
**Subject:** FW: SchoolBusAds / JMI Enterprises LLC

All,

Jack Caulkin is working with the below districts for bus advertising. Please let me know how you would like to proceed.

Scott D. Henry  
Glassboro Public Schools  
Business Administrator/Board Secretary

**From:** Jack Calkin [mailto:schoolbusadvertising@gmail.com]  
**Sent:** Thursday, April 13, 2017 11:02 AM  
**To:** Henry, Scott <SHenry@glassboroschools.us>  
**Subject:** Re: SchoolBusAds / JMI Enterprises LLC

Hi Scott so far I'm working with the following districts

Also on Sahara Sams renewal I added an option for them to expand ads to Deptford buses but I'm still waiting on their final decision.

Atlantic County Special Services  
Vineland  
Mt Laurel  
Bordentown  
Pittsgrove  
Washington Twp  
Deptford  
Jackson  
Maple Shade  
Ringwood  
Hunterdon County ESC  
Sayreville  
Winslow  
Clearview

Still Waiting On  
Marlboro  
Central Reg

Spotswood  
South Brunswick  
Glassboro  
Paulsboro

Jack Calkin  
Cell 856-237-4002  
[SchoolBusAdvertising@gmail.com](mailto:SchoolBusAdvertising@gmail.com)  
SchoolBusAds (SchoolBusAds.org)  
Jax Media Innovations (JaxMediainnovations.com)  
JMI Enterprises LLC



On Thu, Apr 13, 2017 at 10:52 AM, Henry, Scott <[SHenry@glassboroschools.us](mailto:SHenry@glassboroschools.us)> wrote:

Thanks Jack.

My board would like to know what other districts you are working with.

Scott D. Henry

Glassboro Public Schools

Business Administrator/Board Secretary

**From:** Jack Calkin [<mailto:schoolbusadvertising@gmail.com>]

**Sent:** Thursday, April 13, 2017 10:48 AM

**To:** Henry, Scott <[SHenry@glassboroschools.us](mailto:SHenry@glassboroschools.us)>

**Subject:** SchoolBusAds / JMI Enterprises LLC

Good morning Scott, I've attached a copy of my NJ BRC for your records along with an updated School Bus Advertising contract which reflects changes from various district's attorneys and will be labeled v3.4.

Moving forward with the transition I wanted to include that I fall under concession and I have attached a copy of the code. NJAC 5:34-9.4 (see attached)



**SCHOOL BUS ADVERTISING &  
GYM Wall Advertising  
DISTRICT PARTICIPATION AGREEMENT 2017 - 2018**

**BUS & GYM Wall ADVERTISING PARTICIPATION AGREEMENT**, dated April 1, 2017, by and between **JMI ENTERPRISES LLC** having offices at PO Box 981 Millville NJ 08332 and **DISTRICT** \_\_\_\_\_

**WHEREAS**, JMI ENTERPRISES LLC is a public agency specializing in marketing and media products located in Millville NJ; and

**WHEREAS**, JMI ENTERPRISES LLC, are legally permitted to enroll JMI ENTERPRISES LLC school district members under the SchoolBusAds system for the purpose of generating alternative revenue from corporate sponsorship; and

**WHEREAS**, JMI ENTERPRISES LLC endeavor to assist public and private non-profit organizations to identify and monetize school buses and district vehicles by connecting these assets and respective organizations with businesses ("Sponsors") seeking cost-effective marketing strategies that foster and increase brand awareness at a grassroots level; and

**WHEREAS**, District desires to monetize certain of its assets by granting advertising and naming rights to Sponsors, School Buses, Gym Walls, and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements hereinafter contained, the parties hereto do hereby agree and covenant as follows:

**1. Marketing of School Buses**

(a) District hereby grants to JMI ENTERPRISES LLC the exclusive right during the Term to market School Buses that have been identified and approved by District. Approved School Bus listing will be made part of this agreement upon District final approval.

JMI Enterprises LLC

PO Box 981 Millville NJ 08332

856-237-4002    SchoolBusAdvertising@gmail.com



(b) JMI ENTERPRISES LLC shall use its professional/commercial expertise to continuously provide District with offers from prospective businesses, companies, organizations, individuals, etc. to sponsor School Bus Advertising. District may, in its sole and absolute discretion, accept or reject a sponsorship offer based upon the stipulations in the NJ Law for School Bus Advertising. The sponsorship offers must comply with NJ Law for School Bus Advertising.

(c) Upon termination of this agreement, District agrees that for a period of (1) year following said termination it will not enter into a separate sponsorship contract with a Sponsor introduced to District by JMI ENTERPRISES LLC during the Term.

(d) During the term of the sponsorship contract JMI ENTERPRISES LLC shall maintain any physical manifestations of the sponsorship (e.g., signage, banners) in good repair and appearance (including making repairs necessitated by hazards and perils such as weather and vandalism, up to 3 ads vandalized per advertiser). At the end of a sponsorship contract term JMI ENTERPRISES LLC shall at its own expense remove from the District's property all physical manifestations of the sponsorship within 15 days (weather permitting) and restore the District's property to its pre-sponsorship condition, reasonable wear and tear excepted. Any paint damage will be split between the district and JMI Enterprises 65 / 35 (District 65% – JMI Enterprises 35% responsibility )

## 2. School Bus Advertising Commission Structure

### No Upfront Fees to the District!

District retains the applicable percentage of all school bus advertising revenue (installation not included) based upon the term of contract listed below and agrees to pay JMI ENTERPRISES LLC commissions as listed below:

**Agreement Length (1 Year) Auto renew each year unless termination letter has been sent.**

**SchoolBusAds 1 Year Term 65% of the advertising revenue Check Here \_\_\_\_**

**GYM Wall Advertising 65% Check Here \_\_\_\_**

SchoolBusAds will also require 4 bus minimum from the district's fleet to install an **Advertise Here with SchoolBusAds** sign on each side of the bus.

JMI Enterprises LLC

PO Box 981 Millville NJ 08332

856-237-4002 SchoolBusAdvertising@gmail.com



### **School Bus Advertising Program**

1. JMI ENTERPRISES LLC will inform you when there is a suitable advertiser, based on logistics, advertiser needs, etc. for your district.
2. Upon district preliminary approval, JMI ENTERPRISES LLC will have the advertiser begin the process of designing the advertisement.
3. When the preliminary ad is advertiser approved, the school district will receive a copy for review and approval by the board of education. The school district will also be provided with a quotation of the amount of revenue the district could receive for the advertising. (Depending on the number of buses, ad size and other specifics, the revenue could range from \$200—\$2,500 per bus/per year.) **With NO COST to the School District!** 50% of this revenue must be used to offset fuel costs by the district. Gym Wall Advertising, district can use 100% of the revenue as desired !
4. When the school district informs JMI ENTERPRISES LLC of board of education approval and contact information for the transportation department, JMI ENTERPRISES LLC will move forward with scheduling the ad placement on the fleet. All sign installation will take place at the Bus Yard; JMI ENTERPRISES LLC will need access to buses for sign placement and a garage for installation in the winter months.
5. The school district will receive the advertising revenue check, within 30—45 days of receipt of the payment from the advertiser. (Contracts with the advertiser require a 50% deposit upon signing the contracts and the remaining balance to be paid within 30 days of placement of the ads or over a term of 12 months. Ads will be removed for non-payment after 30 days of non payment and all prior proceeds will be forfeited by the advertiser) .
6. **The School District will provide 4 buses to allow JMI ENTERPRISES LLC / School Bus Ads to place a SchoolBusAds.org sign on each side of the bus; this signage will be used to stimulate advertisers to buy ads to be placed on the school district buses. Once this ad has been installed on the Districts school bus a press release to the media will be initiated by the District to induce awareness to the program in the community.**
7. Schoolbusads does not charge the advertiser for July and August so if an advertiser contracts the Districts buses and the term covers the summer months the ads will remain on the Districts buses for 12 months and the billing will be based on 12 months. If the advertiser contracts a monthly payment then the ads will be spread out over 12 months. In this case the District will be compensated monthly.

JMI Enterprises LLC

PO Box 981 Millville NJ 08332

856-237-4002 SchoolBusAdvertising@gmail.com



8. JMI ENTERPRISES LLC will be responsible for repairing up to 3 ads per advertiser, that have been damaged due to vandalism. Any additional damage will be the responsibility of the district to replace damaged ads at a cost of \$125 per ad and remedy the re-occurring problem.

9 JMI ENTERPRISES LLC will be responsible for Ad repair or replacement due to normal wear and tear.

10. The district will be requested to provide information to potential local advertisers on their District website. JMI ENTERPRISES LLC will provide information including pricing to the district.

11. All potential advertisers who contact the District will be forwarded to SchoolBusAds Sales team.

12. N.J.A.C. 6A:27-7 10 Any Advertiser obtained by JMI ENTERPRISES LLC to advertise on the District's buses must protect, defend, and save harmless the District from any suit or action of every nature and description brought against the District by reason of the advertisement.

### 3. Miscellaneous.

(a) *Further Assurances.* Each of the parties agrees to execute such other documents and perform (or cause to be performed) such other acts as the other may reasonably request in order to effectuate the provisions and intent of this Agreement.

(b) *Notices.* Any notice or other communication in connection with this Agreement shall be in writing and shall be deemed to have been given (i) when so delivered if personally delivered or (ii) two business days after mailing if sent by Federal Express (or other recognized next day carrier) for next day delivery addressed, if to JMI ENTERPRISES LLC at PO Box 981 Millville NJ 08332, and if to District : \_\_\_\_\_

In addition to the foregoing, a copy of said notice shall be sent by recognized "next day" carrier on the same day as the giving of the notice (for next day delivery), in the case of a notice to JMI ENTERPRISES LLC, and in the case of a notice to District \_\_\_\_\_

Any party may change the address or facsimile number to which notices or other communications hereunder are to be delivered by giving the other party notice in the manner set forth.

(c) *Conflict of Law and Consent to Jurisdiction.* This Agreement shall be deemed to be a contract under the laws of the State of New Jersey and for all purposes shall be governed by and construed in accordance with the laws of said State, without regard to principles of conflicts of laws. Each of the parties hereby submits itself and its properties and assets to the exclusive

JMI Enterprises LLC

PO Box 981 Millville NJ 08332

856-237-4002 SchoolBusAdvertising@gmail.com



jurisdiction of the courts of the State of New Jersey for all disputes relating to the construction, interpretation, enforcement and performance of this Agreement, hereby waiving all defenses based on venue or convenience of forum, and irrevocably agrees that service of process shall be valid if served in the manner and to the address provided in paragraph 4.(b) hereof. Notwithstanding the foregoing, either party may seek permanent or temporary injunctive or mandatory relief in the courts of any appropriate jurisdiction.

(d) *Entire Agreement.* This Agreement and other documents delivered pursuant hereto and signed by the parties hereto, (i) contain the entire agreement among the parties hereto with respect to the transactions contemplated hereby, (ii) supersede all prior agreements or understandings among the parties hereto relating to the subject matter hereof and (iii) cannot be amended, modified, changed or terminated except by a writing signed by the party against which enforcement thereof is sought.

(e) *Preparation of Agreement.* The parties acknowledge that this Agreement was, in effect, prepared jointly, therefore, it is the parties' intent that the Agreement be construed without any presumption against one party or the other as the draftsman.

(f) *Date of Agreement.* The date of this Agreement shall be the date on which it is executed by all parties or, if not executed simultaneously, the date on which both parties have a fully executed copy of the Agreement; said date shall be inserted at the top of the first page hereof.

(g) *Timing.* If any date herein shall fall on a Saturday, Sunday, or national holiday, the date shall automatically be advanced to the next business day thereafter.

(h) *Authority to Execute.* Each individual executing this Agreement on behalf of an entity, by his/her act of executing this Agreement, represents and warrants that he/she has full authority and/or has been duly authorized by his/her respective entity to do so on behalf of such entity.

(i) *Parties in Interest.* This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns. JMI ENTERPRISES LLC may assign this agreement including any of its rights hereunder in whole or in part to any subsidiary, parent company, and affiliate.

(j) *Waiver.* The failure of either party to insist upon a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any subsequent breach or default in any such agreements, terms, covenants and conditions.

(k) *Singular/Plural, Gender.* Whenever herein the singular number is used the same shall include the plural and vice versa, as the context shall require. Whenever herein the masculine gender is used the same shall include the feminine and neuter genders and vice versa, as the context shall require.

(l) *Counterparts; facsimile, digitally scanned and photocopy signatures.* This Agreement may be executed in one or more counterparts, who shall constitute one and the same instrument. facsimile copies, digitally scanned copies and photocopies of signatures shall be binding.

JMI Enterprises LLC

PO Box 981 Millville NJ 08332

856-237-4002 SchoolBusAdvertising@gmail.com





IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**JMI Enterprises LLC**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first below written

ATTEST

**Jack Calkin** President / CEO  
JMI Enterprises LLC

April 1 2017  
Date

[DISTRICT Board of Education]

By \_\_\_\_\_  
, Authorized Representative

Date \_\_\_\_\_

JMI Enterprises LLC

PO Box 981 Millville NJ 08332

856-237-4002 SchoolBusAdvertising@gmail.com