



Reg# 343140

INITIALS

# Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 \* Centennial, Colorado 80112 \* 800.828.2828

materials in workmanship. Advertiser further covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. **Disclaimer and Limitation of Liability.** NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. ~~IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.~~ ANY UNEXCUSED FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR NCM'S FAILURE TO EXHIBIT THE ADVERTISING AS SET FORTH ON THE ORDER WILL BE FOR NCM TO "MAKE-GOOD" (MAKE AVAILABLE TO ADVERTISER AN ALTERNATIVE TIME PERIOD OF REASONABLY COMPARABLE VALUE FOR THE RE-EXHIBITION OF SUCH ADVERTISING) WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER.

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10. **Indemnification.** ~~Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries, exhibitors and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, any Promotional Materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.~~ **TO THE EXTENT ALLOWED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS,** Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries, exhibitors and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, any Promotional Materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.

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11. **Termination and Remedies.** NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days' notice to Advertiser for any other reason. Upon termination for breach by Advertiser, Advertiser will not be entitled to the refund of any prepaid fees. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. **Cancellation.** Advertiser may not modify or cancel this Agreement except by written consent of NCM.

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13. **Insurance.** ~~Advertiser represents that it maintains a general liability insurance policy (with a financially sound and reputable insurance company) in such amounts as Advertiser deems reasonably adequate for its business and as required to perform its obligations hereunder. NCM and its affiliates will be named as additional insureds on such policy, and the policy will provide that it will not be subject to modification or cancellation without at least thirty (30) days' prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.~~

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14. **Additional Terms.** Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assign to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of ~~Colorado~~ **TEXAS** excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in ~~El Paso~~ **KIRKLAND** County, ~~Colorado~~ **TEXAS** for any dispute concerning the interpretation or effect of this Agreement. ~~In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury.~~ In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, reasonable attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement. In the event that any terms that may appear on an Advertiser's or agency's form of purchase order, insertion order, or other order form vary from or conflict with the terms of this Agreement (including without limitation pre-printed terms), the terms of this Agreement will control. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Advertiser executes this contract as an agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder.

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Advertiser may terminate this Agreement immediately upon any breach by ACM of this Agreement (In addition to any other available remedy) or upon not less than 30 days' notice to NCM for any other reason. Parties may modify this contract by written mutual agreement.

APPROVED BY  
COMMISSIONERS' COURT  
ON: 6/27/17

In-Theater Advertising Proposal  
Prepared for Hidalgo County Health Department  
Created for Patricia Garcia

2017 Summer



June 05, 2017  
Created by Connie Franco  
Email: [Connie.Franco@ncm.com](mailto:Connie.Franco@ncm.com)  
Phone: +1 (956) 318-0810  
Fax: (956) 380-0885

# Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 \* Centennial, Colorado 80112 \* 800.828.2828

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows

Advertiser Information	Billing Information	Account Director Information
Hidalgo County Health Department 1304 S 25th Ave  Edinburg, TX 78542-7205 Phone: 956-383-6221 Fax: Patricia Garcia patricia.garcia@hchhd.org	Hidalgo County Health Department 1304 S 25th Ave  Edinburg, TX 78542-7205 Phone: (956) 383-6221 Fax: Sylvia Pena sylvia.pena@hchhd.org	Name: Connie Franco Phone: +1 (956) 318-0810 Fax: (956) 380-0885 Email: Connie.Franco@ncm.com <b>Account Director 2</b> Name: <b>Account Director 3</b> Name:

Order: ORD-1704-02210 Type: New

## Teen HPV - 12 wks

Regional Segment 1

Start: 6/30/2017

End: 9/21/2017

Weeks: 12.00

Weights: Best Available

Duration/Units: 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
421858	CNK114	Main Place	Mcallen, Texas	6	\$12.00	\$864.00
421858	CNK212	Movies 10	Weslaco, Texas	10	\$14.00	\$1,680.00
421858	CNK093	Movies 17	Mcallen, Texas	17	\$16.00	\$3,264.00
421858	CNK1074	Pharr Town Center	Pharr, Texas	16	\$20.00	\$3,840.00
421858	CNK261	Tinseltown Mission	Mission, Texas	17	\$20.00	\$4,080.00
421858	CNK1080	Trenton Crossing	Edinburg, Texas	6	\$18.00	\$1,296.00

Regional LEN

Start: 6/30/2017

End: 9/21/2017

Weeks: 12.00

Weights: Best Available

Duration/Units: 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
421858	CNK114	Main Place	Mcallen, Texas	6	\$10.00	\$120.00
421858	CNK212	Movies 10	Weslaco, Texas	10	\$10.00	\$120.00



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421858	CNK093	Movies 17	Mcallen, Texas	17	\$10.00	\$120.00
421858	CNK1074	Pharr Town Center	Pharr, Texas	16	\$10.00	\$120.00
421858	CNK261	Tinseltown Mission	Mission, Texas	17	\$10.00	\$120.00
421858	CNK1080	Trenton Crossing	Edinburg, Texas	6	\$10.00	\$120.00

Proposed rates are held 4 weeks from the date of this proposal



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<b>Payment</b>	<b>Comments &amp; Special Instructions:</b>	<b>Total Media</b>	<b>\$15,744.00</b>
<b>Payment Terms:</b> Monthly		<b>Media Services</b>	<b>\$250.00</b>
<b>Payment Method:</b> Check		<b>Creative Services</b>	<b>\$0.00</b>
<b>P.O. Number:</b>		<b>Other Services</b>	<b>\$0.00</b>
		<b>Total Due</b>	<b>\$15,994.00</b>

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.

BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM

*Ramon Garcia*  
 Advertiser Name: Ramon Garcia Title: Co-Side Date: 6/27/17 National CineMedia, LLC  
*W. C. D.*  
 Pending Client Signature Pending Creative Approval 06/05/17

Order Number: ORD-1704-02210				
A	B	C	D	E
				F
Logged	Scheduled	Creative Approved	Credit Approved	Posted
				Audit

APPROVED BY  
 COMMISSIONERS' COURT  
 ON: 6/27/17



Company's Name: National CineMedia, LLC

Department: Health Department

Type of AGREEMENT: Regional Insertion Order Agreement

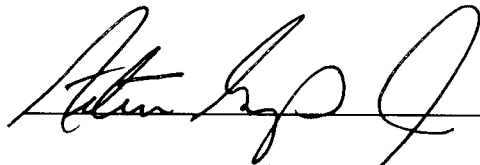
AI- 60016 Approved on C.C. on 06/27/2017

**ATTEST:**

Hidalgo County Clerk

100 North Closner

Edinburg, Texas 78539



Arturo Guajardo Jr., County Clerk

