

Maureen Siman
VP, Marketing
2314 Pacific Avenue
Atlantic City, NJ 08401

**Agreement
#11-19**

Dear Ms. Siman:

NJ TRANSIT "Deals & Destinations" Partner Program provides marketing opportunities to businesses willing to give NJ TRANSIT customers a discount offer and also willing to promote NJ TRANSIT to their own customers and prospects.

This letter will serve as an agreement between New Jersey Transit Corporation (NJ TRANSIT) and Marketing Partner of the Atlantic City Convention & Visitors Authority (noted as The Partner throughout agreement) following are the terms and conditions.

1. NJ TRANSIT agrees to promote the Partner with the following advertising mix:

- **Website:** NJ TRANSIT will promote the Partner and their unique discount on a web page within the Deals & Destination section of njtransit.com. These web pages will remain posted during the life of this agreement.
- **Cross Linkage:** NJ TRANSIT will provide cross linkage to the Partner's website from njtransit.com.
- **@Transit Website:** NJ TRANSIT will provide a web page and link promoting the Partner's unique discount offer to NJ TRANSIT employees via NJ TRANSIT's corporate intranet site, which will remain posted during the life of the agreement.
- **On-Hold Message:** for a minimum of one month, NJ TRANSIT will air a 10 second message to be heard on NJ TRANSIT's Transit Information Center line – 973-275-5555 throughout the promotional period.
- **Artwork/Logo:** NJ TRANSIT will provide the Partner with the NJ TRANSIT logo and travel directions to the Partner's location. Any material produced with the images from NJ TRANSIT or the Partner will be subject to the approval by the Partner and NJ TRANSIT prior to printing. NJ TRANSIT must always appear in capital letters except when noting the website.
- **NJ TRANSIT Marketing Campaign:** NJ TRANSIT will highlight the Partner in the campaign marketing tactics where applicable, such as collateral for direct mail, brochures or advertisements.

2. The Partner agrees to the requirements listed below:

- **Discount Offers:** The Partner will offer NJ TRANSIT customers and employees a premium discount offer. Complete the section below with you discount offer.

List offer and details / offer expiration date...

The following disclaimers apply to the Partner's discounted offer:

(Insert disclaimer below. If there are none, simply write "not applicable")

Presenting a promotional code or a NJ TRANSIT ticket or NJ TRANSIT employee ID will redeem the offer.

- **Partner Value:** The Partner will provide NJ TRANSIT with Partner admission tickets, gift certificates or other agreed upon item of value to be used for NJ TRANSIT promotional contests and incentive programs. Fill in the section below with the promotional offer you will give to NJ TRANSIT.

The Partner agrees to give NJ TRANSIT the following promotional item for free:

- **Redemption Reporting:** The partner shall provide NJ TRANSIT with a monthly count of redemptions on the first day of the month.
- **Website:** The Partner will place NJ TRANSIT's logo on their website and provide service information and directions from the nearest NJ TRANSIT station to the partner location.
- **Cross Linkage:** The Partner will provide cross linkage to njtransit.com from the Partner website.
- **POP Promotional Display Space:** The Partner will provide NJ TRANSIT a high traffic location for promotional display of the NJ TRANSIT collateral materials. The Partner agrees to refill the collateral when necessary. NJ TRANSIT will provide additional collateral material.
- **Artwork/Logo:** The Partner agrees to provide NJ TRANSIT with images/logos for use in promotional collateral to support the program. Any material produced with images/logos from NJ TRANSIT or the Partner will be subject to the approval by the Partner and NJ TRANSIT prior to printing.

3. The Partner agrees to hold NJ TRANSIT harmless from any and all suits, claims, demands and damages of any kind or nature arising out of the Partner involvement in this promotion. All elements of this co-promotion are subject to approval by both NJ TRANSIT and the Partner.
4. No such advertisement or promotional materials provided by NJ TRANSIT shall be modified, abbreviated, altered or amended nor shall any derivative works be created without the express written consent of NJ TRANSIT in each and every instance. All such advertisements and promotional materials, as well as trade names, trademarks, logos, slogans and all other intellectual property of NJ TRANSIT Corporation shall be and remain the sole property of NJ TRANSIT Corporation and shall not be modified, altered, edited, published, displayed or incorporated into any other works by the Partner or any of its agents, employees, licensees or contractors except as expressly authorized and approved in writing by NJ TRANSIT Corporation.
5. NJ TRANSIT and the Partner covenant that the individual executing this contract has the authority to legally bind the respective parties.

If you are in agreement with all of the above terms, please indicate your concurrence by signing below and fax to:

MiMi Madlinger
 NJ TRANSIT
 Sr. Field Marketing Manager
 One Penn Plaza East
 Newark, NJ 07108-2246
 Phone: 973.491.8425
 Fax:973.547.2880

A fully authorized copy will be returned to you once signed. We look forward to making this a successful and mutually rewarding promotion.

NEW JERSEY TRANSIT CORPORATION
 NJ TRANSIT

MARKETING PARTNER
 The Atlantic City Convention & Visitors Authority

By: _____ Date _____
 Dan Stessel
 Senior Director
 Marketing & Business Development

By: _____ Date _____
 Partner Signature

 Title

This agreement has been approved as to form

 Partner Venue

Paula T. Dow
 ATTORNEY GENERAL OF NEW JERSEY

 Address

By: _____ Date _____
 Deputy Attorney General