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MCCS
AD24-0036

1. **Agreement.** This Agreement is entered into by and between the Marine Corps Community Services, located at Marine Corps Community Services, PO Box 555020, Bldg. 1100, Camp Pendleton, CA 92055 hereinafter called MCCS, and ***San Bernardino County Sheriff's Department***, 655 East Third Street San Bernardino, CA 92415, hereinafter called the "Advertiser."

2. **Advertising Period.** This agreement shall become effective the date signed and shall remain in effect until July 31, 2025.

3. **Scope of the Agreement.**

a. Signed agreement shall be returned by 17 January 2025.

b. Advertiser agrees to provide the following:

- (1) Cash in the amount of Fifteen Thousand Dollars (\$15,000.00), on or before February 1, 2025, for SIX (6) months of advertising on the Mainside MCX Marquee;
- (2) Advertiser to provide artwork in given specifications as provided in MCCS Branded Guidelines and approved by MCCS, by February 1, 2025, and;
- (3) Advertisements must contain the disclaimer, "No Department of Defense, U.S. Marine Corps or Marine Corps Community Services endorsement implied."

c. MCCS agrees to provide the following:

(1) **2024 Advertising - Mainside Marquee for San Bernardino County Sheriff's Department.** MCCS shall provide:

- (a) Approved advertisement to run on the Mainside MCX Marquee for Six (6) months, from February 1, 2025 - July 31, 2025.

4. **Payment Terms.**

The Advertiser agrees to pay MCCS the total fee of **\$15,000.00** in accordance with the indicated dates, via the MCCS online payment portal in the form of either an e-check or a credit card payment, as follows:

- a. Log in to mccscp.com;
- b. At the homepage footer, select “Payments to MCCS”;
- c. Select the GREEN “Sponsorship/Advertising” button;
- d. Input your USERID “San Bern Sheriff” and PW (already provided);
- e. Follow the prompts.

5. **Schedule of Payments.**

Payments to be made as follows:

- a. Cash in the amount of Fifteen Thousand Dollars (\$15,000.00), as outlined in 3.b., on or before February 1, 2025.

6. **Authority and Legal Status.** MCCS Morale, Welfare and Recreation activities are an integral part of the Department of Defense (DoD) and are a Non-appropriated Fund Instrumentality of the United States Government. DoD Instruction 1015.10 and Marine Corps Order P1700.27B authorize MCCS to sell advertising space in media produced for or prepared by MCCS. The DoD installation commander makes the final decision on acceptance of all advertising. Advertisements must comport with generally accepted business standards of propriety for commercial enterprise publications.

7. **Insurance.** OMITTED. This is a cash only Agreement.

8. **Indemnity.** OMITTED. This is a cash only Agreement.

9. **Cost of Agreement .** Advertiser agrees that no amount of its cost of sponsoring the Event described in this Agreement will be charged to any entity or subdivision of the Federal Government under any circumstances. By entering into this Agreement, Advertiser understands that there is no implication or promise on the part of MCCS or the United States Marine Corps to obligate or award appropriated funds for future business with Advertiser.

10. **Disclaimer.** The Advertiser agrees that all advertisements, announcements or promotional materials distributed will contain the following statement: “No Defense Department or U.S. Marine Corps Endorsement.”

11. **Termination.** Either party may immediately terminate the Agreement upon a material breach of the terms of this Agreement.:

12. **Trademarks.**

- a. ADVERTISER’s trademarks, label designs, product identifications, artwork, and other symbols and devices associated with ADVERTISER’s products or services are and shall remain ADVERTISER’s property. ADVERTISER hereby authorizes MCCS to use ADVERTISER’s trademarks in promotions during the term of this agreement. The right to use ADVERTISER’s trademark is non-exclusive, non-assignable and non-transferable. All uses by

MCCS of ADVERTISER's trademarks shall inure solely to the benefit of the ADVERTISER.

- b. This Agreement does not authorize ADVERTISER to make use of any Marine Corps trademarks, including but not limited to those connected to MCCS programs. ADVERTISER may make factual statements in reference to the advertised Events. Example: On ADVERTISER's media, ADVERTISER could state, 'A proud Advertiser of Camp Pendleton MCCS 2024 Advertising - Mainside Marquee for San Bernardino County Sheriff's Department', however ADVERTISER may not display any Marine Corps or MCCS logo, emblem, seal, trademark, or other protected mark. Marine Corps and MCCS trademarks are regulated by the U.S. Marine Corps Trademark Licensing Program. Information on this program, including FAQs, guidance on obtaining a license, and contact information for the Marine Corps Trademark and Licensing Office is available at www.trademark.marines.mil/Frequently-Asked-Questions/.

13. **Independent Contractor.** Advertiser agrees to perform this Agreement as an independent contractor. This Agreement shall not be construed as creating an agency, partnership, joint venture or employment relationship between the parties.
14. **Non-Exclusivity.** This Agreement does not confer to Advertiser an exclusive right to advertise its products in MCCS Advertising Program. MCCS reserves the right to sell advertisements with entities competitive to Advertiser.
15. **Assignment.** This Agreement is not assignable in whole or in part by any party hereto in the absence of prior written consent by the other party.

16. **Disputes.** This agreement is not subject to the Contracts Dispute Act of 1978, 41 U.S.C, Chapter 71. All disputes arising under or relating to this agreement shall be resolved under this clause. All disputes relating to this agreement will be decided by the MCCS Contracting Officer, who will issue a written Final Decision and mail or otherwise furnish a copy thereof to Advertiser. The Contracting Officer's decision will be final and conclusive unless within 90 (ninety) days from the date of Advertiser's receipt of the Contracting Officer's Final Decision, Advertiser mails or otherwise furnishes the Contracting Officer a written appeal (two copies) addressed to the Director, MCCS, (installation). The decision of the Director is final and conclusive and not subject to further appeal.

The terms outlined above regarding the advertising program for the County meet with my approval.

<i>For The Advertiser:</i>	<i>Designated MCCS Appointee:</i>
Acceptance Date	Acceptance Date
Printed Name	Printed Name
Business Title	Business Title