

Midiarack Vendor Partnership Agreement

This Agreement is made on _____, between:

Midiarack Ltd., a company registered under the laws of the Republic of Ghana, with offices at _____, ("Midiarack"),

and

_____, a media vendor with registered address at _____, ("Vendor").

Together referred to as the "Parties."

1.

Purpose

This Agreement sets out the terms under which the Vendor will provide outdoor advertising services through the Midiarack platform. It is designed to foster a collaborative partnership that supports efficiency, transparency, and growth for both Parties.

2.

Vendor Responsibilities

The Vendor agrees to:

2.1. Maintain Accurate Inventory

- Ensure all media assets listed on Midiarack are up-to-date with accurate location details, sizes, availability status, pricing, and images.
- Notify Midiarack within 2 working days of any changes in availability, pricing, or asset condition.

2.2. Campaign Execution

- Upon booking confirmation from Midiarack, execute the following promptly:
 - Print campaign creative (if applicable)
 - Flight the creative on the correct media asset(s)
 - Provide photographic proof of mounting (flighting)
 - Remove expired creatives at end of campaign if requested

2.3. Regulatory Compliance

- Obtain any necessary permits or approvals from the Accra Metropolitan Assembly (AMA) or relevant authorities prior to flighting.
- Share permit copies with Midiarack as part of campaign documentation.

2.4. Quality & Timeliness

- Maintain high standards of quality in printing and installation.
- Execute flighting within 5–10 working days of booking confirmation, or any mutually agreed time frame.

3.

Midiarack Responsibilities

Midiarack agrees to:

3.1. Provide all necessary creative materials (or connect the Vendor with the Client for file transfer).

3.2. Communicate bookings clearly, with a summary of campaign details including timelines, asset IDs, and deliverables.

3.3. Offer visibility to the Vendor's media assets on its platform and marketing channels.

4.

Payment Terms

4.1. Midiarack will process payment for each confirmed booking within three (3) to five (10) working days of:

- Receipt of a valid invoice
- Confirmation that the media has been flighted (with photographic proof)
- Submission of relevant permits

4.2. Payments shall be made via bank transfer to the Vendor's designated account.

4.3. In case of any disputes or incomplete deliverables, Midiarack will promptly notify the Vendor and work together to resolve issues before payment is finalized.

5.

Term and Termination

5.1. This Agreement remains in effect unless terminated by either party with 14 days' written notice.

5.2. Either Party may terminate immediately in cases of fraud, repeated non-performance, or reputational damage.

6.

Mutual Commitments

Both Parties agree to:

- Act in good faith to support the success of campaigns.
- Communicate clearly and promptly.
- Treat client confidentiality with the utmost care.

7.

Dispute Resolution

In the event of disagreement, the Parties agree to first resolve the issue amicably. If unresolved, the matter may be referred to mediation or arbitration under Ghanaian law.

8.

Governing Law

This Agreement is governed by the laws of the Republic of Ghana.

9.

Entire Agreement

This document represents the full understanding between the Parties and supersedes any prior oral or written agreements.

Signed by:

Midiarack Ltd.

Name: _____

Title:

Date:

Vendor name: _____

Signing on behalf of Vendor

Name: _____

Title: _____

Date: _____

