



## **CONTRACT FOR OUT OF HOME BULLETIN ADVERTISING STANDARD TERMS**

### **1.0 Relationship of Parties**

1.1 Agency represents that it has the authority to act and is acting as agent for a disclosed principal, the advertiser named on the face hereof ("Advertiser").

(a) If Agency has signed, Agency will be liable for the payment of sums due hereunder and Company will look solely to Agency for the payment thereof, unless and until Agency becomes delinquent in its payments to Company, or insolvent, at which time, without relieving the Agency of liability until Company is paid in full, Advertiser will be liable jointly and severally to Company on all unpaid billings.

(b) Nothing herein contained relating to the payment of billings by Agency will be construed so as to relieve Advertiser of, or diminish Advertiser's liability for, breach of its obligations hereunder.

1.2 If this contract is with a Media Buying Service, all references herein to "Agency" will apply to the Media Buying Service. If this contract is made directly with Advertiser, reference herein to "Agency" will apply to Advertiser.

1.3 Agency may not assign this contract except to another Agency which succeeds to its business of representing Advertiser and provided the successor Agency assumes all Agency's obligations hereunder. Advertiser may, upon notice to Company, change its Agency. Advertiser may not assign this contract.

### **2.0 Delivery of Artwork and Production Materials.**

2.1 As provided below, Agency will deliver to Company Acceptable Materials in sufficient quantity for proper execution of display(s).

2.2 If this is a new contract (not a renewal) for rotary or permanent bulletins, Agency will deliver Acceptable Materials to Company not less than (a) thirty (30) days prior to the display date specified on the face hereof if painting will be required, or (b) five (5) business days prior to the display date if the campaign will include printed materials. If the Acceptable Materials have not been received by Company by the date specified on the face of this contract, in addition to its other remedies, Company may terminate this contract. If terminated by Company, Agency will pay to Company an amount equal to eight week's billings as liquidated damages. If Acceptable Materials are timely delivered, Company will complete posting no later than five (5) business days after the scheduled posting date. Advertiser will have the benefit of the full term of display from the average date of posting, unless the Materials are not timely delivered.

2.3 "Acceptable Materials" is defined as (a) in the case of painting, a scaled or properly proportioned mechanical, original illustration, dye transfer or other color reproduction of comparable quality, and for the purpose hereof, color transparencies will not be deemed to be acceptable; or (b) in the case of printed materials, all materials will be in quality sufficient enough to meet the need hereunder (plus five (5) percent for reposting or repair purposes for paper materials) at places designated by Company, shipping charges prepaid, and in adequate weight, tensile strength, opacity, size and sort. Materials will be furnished in a minimum quantity of one complete set of materials and instructions for every display to be installed.

2.4 Production charges and special embellishments are not included in the space rate unless specified within the contract.

2.5 Materials included with this contract that are not used by the end of the contract term are forfeited. Materials will be stored by Company, no longer than one-hundred twenty (120) days, without written agreement. Storage fees may apply thereafter.

### **3.0 Obligations of the Company**

3.1 All approved advertising materials, art or copy will be installed and maintained.

3.2 If the bulletins hereunder are part of a rotary plan, Company will notify Agency of locations for each rotation upon request from Agency.

3.3 Company may reject any advertising materials, art or copy, submitted by Agency for any reason. In addition, Company may require advertising materials, art or copy to be removed at anytime once posted.

3.4 Company retains exclusive control of the painting and posting of the displays and the bulletin structures on which they are displayed.

3.5 Proof of Performance. A photograph will be provided for every bulletin in a campaign, at the campaign start provided within five (5) days after posting. A photograph is provided within five (5) days after a scheduled rotation of a bulletin.

### **4.0 General**

#### **4.1 Termination and Loss of Service.**

(a) Any delay or failure by Company to perform hereunder as a result of force majeure, labor dispute, law, government action or order, or similar causes beyond the Company's reasonable control, will not constitute a breach of contract, but Agency will be notified immediately and will be entitled, at its election, to alternative service having a value based on audience impressions reasonably equivalent to the lost service. Failure to provide illumination as required herein from dusk to midnight, will not constitute a breach, but Agency will be entitled to a return of value equivalent to the value of lost circulation, but not to exceed twenty (20) percent of the contract price for the period illumination was not provided.

(b) When a bulletin location specified in this contract is no longer available due to a loss of the structure or the loss of or the inability to use the structure for any reason, Company will offer Agency a location of approximately equal advertising value, which location will be subject to the prompt, reasonable approval of Agency. In the event that Agency approves the location, the term of this contract will be extended after the expiration date of this contract for a period equal to the time during which the advertising materials, art or copy was not on display. If Agency does not approve the location, then Company may terminate this contract and will pay Agency a sum equal to the actual non-cancelable out-of-pocket cost necessarily incurred by Agency prior to the date of termination for production and delivery of the advertising materials, art or copy hereunder which was not displayed.

(c) Company may upon notice to Agency, terminate this contract at any time (i) upon material breach by Agency or (ii) if Company does not receive timely payment on billings. Upon such termination all unpaid, accrued charges hereunder will immediately become due and payable and Agency will pay, as liquidated damages, a sum equal to seventy-five (75) percent of the amount which would have been payable hereunder. Agency may, upon notice to Company, terminate this contract at any time upon material breach by Company. Upon such termination, Company will pay as liquidated damages a sum equal to the actual non-cancelable out-of-pocket cost necessarily incurred by Agency prior to the date of termination for production and delivery of the advertising materials, art or copy hereunder which was not displayed. Neither party will have any liability to the other upon breach or termination, except as provided in this Paragraph 4.1(c), Paragraphs 2.2, 4.1(b) and 4.4. Agency may not seek specific performance or any other equitable remedy related to this contract.

(d) Notwithstanding anything to the contrary herein, Company shall be given a reasonable amount of time to cure a default, but in no event less than thirty (30) days.

4.2 Terms of Payment. Company will, from time to time at intervals following commencement of service, bill Agency at the address on the face hereof. Agency will pay Company within thirty (30) days after the date of invoice. If Agency fails to pay any invoice when due, in addition to amounts payable thereunder, Company will be promptly reimbursed its collection costs, including reasonable attorneys' fees, plus a monthly service charge at the rate of one and one-half (1.5) percent of the outstanding balance of the invoice to the extent permitted by applicable law.

4.3 Taxes. Company will pay all personal property taxes attributable to the bulletin structures and Agency will be responsible for all other federal, state and local taxes in respect of this contract.

4.4 Indemnification. Company will hold Agency and Advertiser harmless against all liability (except for consequential damages, i.e. lost profits, revenue or advertising opportunity) but including claims, demands, debts, obligations or charges, together with reasonable attorneys' fees and disbursements, arising out of a breach by Company of this contract. Agency and Advertiser will hold Company harmless against all liability, including, without limitation, claims, demands, debts, obligations or charges, together with reasonable attorneys' fees and disbursements arising out of a breach by Agency and/or Advertiser of this contract or arising out of the content of the advertising materials, art or copy furnished by Agency or Advertiser.

#### **4.5 Compliance.**

(a) Company's obligations hereunder are subject to and subordinate to the terms and conditions of any applicable ground lease for bulletins structures and other agreements, licenses and permits held by it and to applicable federal, state and local laws and regulations.

(b) All advertising materials, art or copy furnished by Agency or Advertiser hereunder will at all times comply with all applicable federal, state and local laws and regulations.

4.6 Entire Agreement. This contract contains the entire understanding between the parties and cannot be changed or terminated orally. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter will govern. Failure of either party to enforce any of the provisions hereof will not be construed as general relinquishment or waiver of that or any other provision. All notices hereunder will be in writing, deemed given on the date of dispatch, and addressed to Agency and the Company at the addresses on the face hereof.