

Date: \_\_\_\_\_

### CONTRACT FOR TRANSIT ADVERTISING

CONTRACTED BY ADVERTISER OR AGENCY ON BEHALF OF ADVERTISER:

CUSTOMER #	
NAME	
ADDRESS	
CITY/STATE/ZIP	
CONTACT	
EMAIL ADDRESS	
PHONE #	
FAX #	
P.O. #	
ADVRTSR / PROD	

TAB Panel No.	Operator Panel No.	No. Of Displays		Campaign Length in Weeks	4-Week GRP Level	Total GRP Level	Unit Size	Location Description	4-Week Unit Rate	Total Unit Rate
		Illum.	Reg.					Market		

Campaign Start Date: \_\_\_\_\_  
 Campaign End Date: \_\_\_\_\_  
 Special Instructions/ Additional Charges: \_\_\_\_\_

Net Space Amount		
Production Charges		
<b>SUB TOTAL</b>		
City / State Tax		
<b>TOTAL INVOICE AMOUNT</b>		


Agency/Advertiser hereby contracts for the out of home advertising services described above upon the terms set forth above those listed as Standard Terms. Contracts transmitted via electronic methods are to be treated as original contracts and are subject to the terms and conditions this document. This contract must be signed by both Agency or Advertiser and the outdoor operator to be effective.

Agency: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_ Date \_\_\_\_\_

Advertiser: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_ Date \_\_\_\_\_

Out of Home Media Company  
 Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date \_\_\_\_\_

<b>FOR INTERNAL USE:</b>	Contract No. _____	File Name _____						
	AdID No. _____							
	A/E (s) Name / No. <table border="1"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>				Selling Market Address <table border="1"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>			
New Renewal Takeover	<table border="1"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>							
Product / Class Number: _____		Market Type: _____						

## **CONTRACT FOR TRANSIT 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 Poster Materials**

2.1 Agency will deliver to Company, transit materials in sufficient quantity to meet the needs hereunder (plus five (5) percent for reposting or repair purposes for display materials) at places designated by the Company, shipping charges prepaid, at least five (5) business days prior to scheduled posting date unless otherwise mutually agreed.

2.2 Display materials will have adequate weight, tensile strength, opacity or clarity, size and sort.

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

3.1 (a) Except as hereinafter provided, the materials furnished by the Agency will be displayed by Company in the markets and on the dates scheduled on the contract.

(b) Displays will be kept in good condition throughout the terms of this contract. Displays will be promptly repaired or reposted, provided sufficient additional displays are supplied by Agency.

(c) Display structures will be maintained.

(d) Displays designated as illuminated in this contract will be equipped to provide adequate illumination.

3.2 (a) If display 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 display materials are not timely delivered.

(b) If display materials are timely delivered but cannot be posted in accordance with Par

3.2(a), Agency will be informed immediately and any available substitute dates will be submitted for its approval.

(c) If Company is unable to post on the date or dates desired, the posting will occur on the closest available date or dates subject to the approval of the Agency.

(d) Company retains exclusive control of the posting and the transit structures on which they are displayed. Any changes made in approved location of displays, for any reason, must be reported to Agency.

(e) Company will not make any alteration in advertising materials without consent of the 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 Unless written instructions are received from Agency, unused display materials may be disposed of by Company upon completion of the schedule called for herein.

3.5 Proof Of Performance. Company will provide one representative close-up photograph for each creative design variation that is part of a transit campaign.

### **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 service having a value based on audience impressions reasonably equivalent to the lost service. Failure to provide illumination if required herein, 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 transit 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 transit 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 lease for transit 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.