



CONTRACT FOR OUTDOOR ADVERTISING

2024-10-31 09:59:15 1893-2

Table with columns: CONTRACTED BY, ON BEHALF OF ADVERTISER, CUSTOMER #, NAME, ADDRESS, CITY/STATE/ZIP, CONTACT, EMAIL ADDRESS, PHONE #, P.O.#, ADVERTISER

Main table with columns: Qty, Product Description, Illum, Size, Term in Months, Service Dates, Production Rate, Rate Per Period. Includes summary rows for Amount Per Period (Net), Total, Estimated Production (Contract) TOTAL, and Grand Total (Net).

Notes:

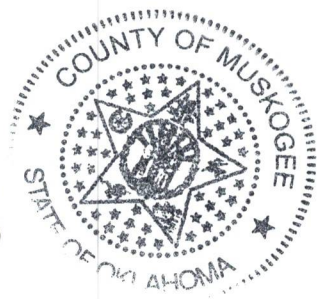
Buyer, as used herein, includes both the actual advertiser and the advertising agency, and all obligations hereunder of the Buyer shall be the joint and several obligations of the advertiser and the agency.

Advertiser: [Signature] Printed Name: Ken Duke Date: 11/12/24 Agency: [Signature] Printed Name: Date:

Byers Outdoor Advertising Signature: Name: Date:

FOR INTERNAL USE: (C) QR code, Account Executive (John Byers), Mailing Address (Byers Outdoor Advertising)

12 day of Nov 2024 Chairman [Signature] Member [Signature] Member [Signature] Attest [Signature] County Clerk





TERMS AND CONDITIONS

- 1. AGREEMENT OF ACCEPTANCE.** Until accepted and signed by the Byers Outdoor Advertising, the Agreement constitutes only an offer by the Buyer to purchase the advertising services described herein.
- 2. APPROVAL / INDEMNITY.** The Company reserves the right to reject at any time, whether before or after posting, any copy, pictorial or display which is offensive to the moral standards of the community or which is false, misleading or deceptive, or which has a tendency to induce or may result in the creation of laws designed to restrict the outdoor advertising industry in general or which, in the sole discretion of the Company, in any way reflects on the character, integrity or standing of any individual, firm or corporation. Buyer agrees to defend, indemnify, save and hold the Company harmless from any and all claims, loss, liability, judgements, costs and attorney's fees incurred by the Company arising out of, or related to, the contents or subject matter of any copy displayed pursuant to this Agreement, including the infringement of any copyright by artwork submitted by Buyer.
- 3. CONSTRUCTION / REMOVAL.** The Company shall be responsible for, and agrees to indemnify Buyer against any and all losses or damages resulting to persons or property caused by the Company, its employees, or subcontractors in the construction, maintenance or removal of any display.
- 4. LOSS OF LOCATION.** If for any reason the Company is unable to provide a display at a location specified herein, the Company may substitute a location it, in its sole discretion, deems to be of equal advertising value. Such substitution shall not affect the remainder of this Agreement.
- 5. AGENCY.** In the event this Agreement is executed by an advertising agency, such agency acknowledges that is acting as agent for the disclosed advertiser listed herein. The Agency and the advertiser shall be jointly and severally liable for all payments due hereunder. The Agency shall collect all payments due hereunder from the advertiser and shall forward same to the Company within fifteen (15) days of the Agency's receipt of such payment. The Agency hereby acknowledges that in the event the Company does not receive payment of any invoiced amount within sixty (60) days of the due date thereof, the Company may contact the advertiser directly regarding payment hereunder, and the Company may request copies of any records, receipts or other evidence of payment.
- 6. DEFAULT.** In the event Buyer shall fail to pay any invoice when due, or makes an assignment for the benefits of creditors, or if a petition in bankruptcy or for reorganization under the Bankruptcy Act is filed by or against it, the Company may, at its option, terminate this Agreement upon five (5) days written notice to Buyer. Should the Company institute any action or proceeding to recover amounts due hereunder, Buyer agrees to pay, in addition to such amounts, the Company's cost disbursements, including reasonable attorney's fees. While invoice is sixty (60) days or more past due and without further notice to Advertiser, the Company is authorized, but not required, to cover Buyer's advertising message until all past-due amounts due hereunder to the Company are paid in full, or to remove Buyer's advertising message and replace it with that of another advertiser. If Buyer defaults on this contract by late payment or otherwise and the display is removed, they remain liable for the entire cost of the display space as originally specified by this Agreement.
- 7. FORCE MAJEURE.** Any failure or delay, in whole or in part, in providing the displays agreed herein resulting from acts of god, strikes, concerted action by employees or labor unions, boycotts, riots, civil insurrection, war, national emergencies, governmental restrictions, inability to secure specified material, or from any other cause beyond the control of the Company, shall not constitute breach of this Agreement.
- 8. LIMITATION OF LIABILITY.** The Company's liability for any and all losses or damages to Buyer resulting from Company's failure to perform any part of the service specified herein, shall in no event exceed the price of the display with respect to which losses or damages are claimed. In no event shall the Company be responsible for incidental or consequential damages.
- 9. ASSIGNMENT.** The rights of the Buyer hereunder are not assignable without the prior written consent of the Company.
- 10. INVOICES.** Invoices shall be due and payable upon receipt. Late charges shall accrue commencing fifteen (15) days after due date at the maximum rate permitted by law. Credit card payments will be charged a 4% processing fee.
- 11. DISPLAY.** The Company agrees to have the poster displays specified herein posted on the Posting Dates, subject to five (5) days working allowance, or if space is not available, as soon thereafter as a space becomes available. On Digital displays company guarantees content will be displayed an average of 92.5% of the time during the total contract period.
- 12. DELAY.** If posting is delayed because posters are received by the Company less than five (5) working days prior to specified and, notwithstanding such delay, the Display Period shall expire on the date specified herein.
- 13. DIVISIBILITY, ADJUSTMENT.** In the event the Company is unable to perform a part of the advertising services specified herein, the Company reserves the right to eliminate such service. Credit for any service so eliminated shall be given to the Buyer by extending the Display Period of this Agreement proportionate to the value of the service so eliminated.
- 14. VINYL & DISPLAY MATERIAL.** Byers Outdoor Advertising reserves the right to disregard, reuse, recycle, etc. Any and/or all materials furnished by the Agency, customer, client, or buyer, at Byers Outdoor Advertising's own discretion. This includes, but is not limited to, all vinyl wraps, eco vinyls, and etc.
- 15. FORM OF CREDIT.** Any credit due Buyer for any reason, including credit for a delay in posting for which the Company is responsible, for postings missed for which the Company is responsible, for a loss of location during the Display Period, for the Company's inability to perform any advertising service specified herein, or for reduction in advertising circulation due to loss of illumination shall be in the form of extended service or substitution of location.
- 16. CONVERSION.** In the event that the static face is converted to digital, the contract terms will remain the same without interruption.
- 17. ENTIRE AGREEMENT.** This agreement embodies the entire Agreement between parties, and there are no collateral agreements, oral or written, not contained herein.