



Contract No. _____

9016 St. Rt. 117 Box 151, Huntsville, Ohio 43324-0151
Phone: 937/842-5169 Fax: 937/686-5125
www.comstoroutdoor.com

ADVERTISING CONTRACT

BILLING INFORMATION

Bill To:

Name: _____ Advertiser: _____
Street: _____ Contact: _____
City: _____ State: _____ Zip _____ Phone: _____ Fax: _____
Accounts Payable Contact: _____ Business Category: _____

BULLETIN INFORMATION

TYPE: new renewal Board Number: _____ Size: _____ Illumination: yes no

Monthly Rate: 1 st yr. \$ _____ 2 nd yr. \$ _____ 3 rd yr. \$ _____	Contract Term: <input type="checkbox"/> 36 Months <input type="checkbox"/> _____ Months	Production Charge: Advertiser is responsible for the costs of producing the vinyl, which is as follows: <input type="checkbox"/> 10 x 24 = \$600.00 <input type="checkbox"/> 10'6 x 36 = \$756.00 <input type="checkbox"/> 14 x 48 = \$1,344.00 <input type="checkbox"/> Waived <input type="checkbox"/> _____ = \$ _____ <input type="checkbox"/> Client to supply vinyl
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Board Location Description:

ADDITIONAL TERMS AGREED UPON

(_____) Advertiser's Initials (_____) COA's Initials

TERMS

The Advertiser/Agency listed below authorizes COMSTOR Outdoor Advertising to provide and maintain the above described bulletin for a period of _____ months, beginning with the installation of the advertiser's vinyl or pursuant to the Commencement of Billing Terms on the reverse side, whichever occurs first. This will be referred to as the In Service Date. All invoicing will begin on the In Service Date, unless otherwise agreed upon in writing. In consideration thereof, Advertiser/Agency agrees to pay \$_____ per month to COMSTOR Outdoor Advertising. The First month's rent along with a refundable SECURITY DEPOSIT equal to one month's rent is due at the signing of this contract in the amount of \$_____. The execution of this contract by the Advertiser/Agency constitutes an offer to COMSTOR Outdoor Advertising and is subject to the terms and conditions on both pages of this agreement. It is expressly agreed that neither party is bound by any stipulations, representations, or agreements not specifically written into this contract nor is either party bound by any verbal acceptance. An offer can be made by Advertiser/Agency, and COMSTOR Outdoor Advertising can accept the offer, by way of signatures below that are transmitted via fax machine.

Authorized Signature Title

Print Name of Authorized Signature Date

Guarantor Date

FOR OFFICE USE ONLY	
This contract is Approved and Accepted by: COMSTOR OUTDOOR ADVERTISING	
_____ Name	_____ Title
_____ Date	

PERSONAL GUARANTY

The above signed ("Guarantor") in consideration of, and in order to induce COA to enter into this Agreement, does hereby jointly and severally unconditionally guarantee the payment of rent and the performance of all obligations expressed under the terms and provision of this Agreement, including payment of damages for any breach of this Agreement. Guarantor's obligation under this guaranty shall extend through the term of this Agreement and any renewals, replacements, modifications, or extensions thereof, and shall be binding upon the guarantor's heirs, successors and assigns. Each guarantor jointly and severally agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by COA in connection with the protection, defense, or enforcement of this guaranty.

STANDARD CONDITIONS

- 1. Advertising Services.** By their signatures on this contract, Advertiser, and where applicable, Advertising Agency, and COMSTOR Outdoor Advertising (hereafter referred to as "Company"), agree that Company shall provide the advertising services specified on the front side of this agreement in return for the payments specified and upon the terms and conditions set forth in this agreement. The parties agree that the advertising displays and sign structures used for the advertising services are the property of, and shall at all times remain in exclusive possession and control of Company. Advertiser and Agency acknowledge that no one other than those persons authorized by Company may enter upon or have access to the outdoor advertising sign structures described in this agreement. Advertiser and/or Agency may not cancel or modify this agreement, for any reason, without the Company's written approval.
- 2. In Service Date/Payments.** The Advertiser agrees to pay to Company each month in advance the payment specified, (including the increased payments applicable to an agreement term in excess of 12 months), beginning on the In Service Date or pursuant to the Commencement of Billing Terms set forth below, whichever occurs first, and continuing each month until the end of the term of this agreement. The payment terms shall be Net 10. In the event that Advertiser does not make the payment on the due date, there shall be an additional charge of \$25.00 assessed as a late charge. As a convenience to the Advertiser, Company may send a reminder invoice each month, but the Advertiser's obligation will not be dependent upon the receipt of such invoices. A Security Deposit that has been paid shall be refunded to the Advertiser/Agency within 20 days of payment of all invoices, or applied to the last monthly payment due, to be determined by Company at its sole discretion.
- 3. Commencement of Billing.** Advertiser shall furnish approved artwork (scaled, camera-ready, high resolution scans, fonts, and designated colors) to Company within 30 days of acceptance of this agreement by Company. Should the approved artwork not be received within 30 days of acceptance, Company reserves the right to commence billing.
- 4. Breach.** Advertiser agrees that failure to make a payment of any monthly payment due according to the terms and conditions of this agreement shall constitute a material breach of this agreement. The Advertiser shall be in default in any of the following circumstances: If the Advertiser fails to make a payment due under the Agreement, which payment goes unpaid for more than thirty (30) days, makes an assignment for the benefit of creditors, files a petition in bankruptcy or for legal organization under the Bankruptcy Code, or has a Court appointed receiver and is adjudicated and solvent in any manner. Upon breach, the Company shall have the option to terminate this Agreement, and the Company shall have the right to immediately remove any advertising displays provided hereunder and resell that space, all option being at Company's sole discretion. Advertiser agrees that upon breach of this Agreement, the Company will suffer damages which cannot be reasonably calculated by any method and that payment of the liquidated damages set forth at item 15 below shall constitute damages sustained by the Company.
- 5. Copy Approval.** The Company reserves the right at anytime to refuse, withdraw or remove any advertising copy, which in Company's sole opinion, is considered objectionable or that attracts negative publicity or feedback from the community. The Advertiser and agency each agree to defend, indemnify, and hold Company harmless from any dispute, loss, liability, claims, and demands arising out of the character, content, or subject matter of any copy displayed pursuant to this agreement. Advertiser acknowledges that all advertising copy, designs, and artwork developed by Company are the exclusive property of Company for all purposes and may be copyrighted by Company, and will not be copied, reproduced, or released to other parties without prior written approval by Company.
- 6. Out of Service.** Acceptance of this agreement by Company will be subject to the prior sale and/or availability of any displays specified. If a location specified in this agreement becomes unavailable for any reason during the term of this agreement, it may be replaced, at Company's sole discretion, by a location of equal advertising value, or at Company's option, this agreement may be terminated and/or cancelled without further liability to Advertiser/Agency. In the event any display covered by this agreement becomes unavailable, either temporarily or permanently, the Advertiser/Agency agrees to accept, as compensation for the loss in advertising services, an extension of the contract term beyond the termination date for a period sufficient to equal the period of advertising service lost and/or a service credit, at the Company's sole discretion. Advertiser/Agency agrees that any alleged loss of business or business revenue associated to or related with the period of unavailable advertising service is wholly speculative and, as such, Advertiser hereby agrees to waive any claims, suits or causes of action against Company for said loss in return for Company providing the advertising services herein.
- 7. Sale of Advertiser's Business.** In the event of the sale, transfer, trade or termination of the business of the undersigned Advertiser for which outdoor advertising signs are provided pursuant to this contract, Advertiser promises to pay all monthly charges remaining unpaid under this contract within thirty (30) days after said sale, transfer, assignment, trade or termination, unless said contract has been assigned to and accepted in writing by any person, or by an officer or other person authorized to bind the firm or corporation acquiring said business, and the assignment accepted in writing by an owner of Company.
- 8. Governmental Action.** In the event that laws are enacted which prohibit the erection of signs which impose taxes, license fees, or regulations upon the erection and maintenance of outdoor advertising that burden the carrying out of this contract program, it is understood that Company reserves the right to cancel part or all of this contract insofar as it is affected by such laws, taxes, fees, or regulations. In the event that some legal action is filed or threatened to be filed by governmental authorities pursuant to law, Company retains that right to cancel part or all of this contract and make a voluntary sale of one or more of said signs to governmental authorities.
- 9. Hold Harmless.** The Advertiser agrees to hold Company harmless from any and all claims or demands with regard to any display covered by this agreement or on account of any allegation that the use of any name, picture, or other material in any display authorized by this agreement is illegal, unauthorized, or damaging in any way to any person, business, organization, association, governmental body, or other entity.
- 10. Assignment.** If the Advertiser's business is sold or transferred during the term of this agreement, the Advertiser shall continue to be directly liable to the Company. This agreement may, however, be assigned to a successor, only with 90 days prior written consent of Company. This agreement may be assignable by Company at any time without Advertiser or agency's consent.
- 11. Acceptance of Agreement.** The execution of this agreement by Advertiser/Agency shall constitute an offer to contract. The Advertiser/Agency's signature on this agreement shall not act as a hold on any sign structure's advertising space. This agreement shall be deemed to have been executed and its terms and conditions enforceable only upon the written acceptance by the President of the Company. Such acceptance shall only be by formal written acceptance on the first page. Advertiser acknowledges that the representative receiving this agreement is not authorized by Company to accept this agreement or bind Company. Advertiser consents and agrees that Company may investigate and inquire as to the financial status and credit worthiness of Advertiser before or after acceptance of this agreement and further authorizes any bank, credit agency or other entity having financial information of Advertiser to respond to Company's inquiries and divulge such information to Company and its agents. Following acceptance, this agreement shall be binding upon and shall endure to the benefit of the parties and to their respective heirs, successors, administrators, and permitted assigns.
- 12. Written Notice.** Any requirement of written notice under this agreement shall mean that notice be in writing and mailed, via certified mail, return receipt requested, to the address of the parties listed on this agreement or such other addresses as the parties may later designate. Written approval and/or consent by Company shall not be effective until said approval and/or consent is received by the Advertiser. For purposes of a notice of termination, the date of mailing, and not the date of receipt, shall be considered the date notice of termination was provided.
- 13. Disputes.** This agreement has been entered into and executed within the State of Ohio. In the event any action or suit is brought to enforce or clarify any of the terms and/or conditions of this agreement, the venue of such said suite of action shall be brought in the State of Ohio, Logan County, unless the Company provides Advertiser and/or its attorney with written consent, prior to suit being filed, to a venue other than the State of Ohio, Logan County.
- 14. Entire Agreement.** Neither party shall be bound by any agreement or representation, expresses or implied, not specifically contained in this agreement. The Advertiser and/or advertising agency acknowledges that no representations, agreements, or promises whatsoever have been made to the Advertiser and/or advertising agency other than those specifically stated in this agreement. This agreement is the final and complete agreement between the parties, and may not be modified, supplemented, explained or waived by parole evidence, nor by the course of dealing, not in any other way except by modification or change reduced to writing and signed by authorized representatives or the Advertiser and Company. The person signing this agreement, on behalf of the respective party represents and warrants that he/she has full authority to do so.
- 15. Liquidated Damages.** Upon default, the undersigned Advertiser agrees to pay Company all delinquent charges plus a sum equal to 80% of the remaining monthly charges under the contract as liquidated damages for the breach of the contract and not as a penalty. Such agreement to liquidated damages shall be in addition to any other right under this agreement or conferred on Company by law. Should Company be compelled to employ legal counsel to collect any delinquent payments due, Advertiser agrees to pay reasonable attorney fees and court costs plus 10% interest on the sums due from the date of delinquency.
- 16. Limitation of Liability.** Company's liability for any and all losses or damages to Advertiser including without limitation of any indemnification liability hereof resulting from Company's failure to perform any part of the services specified herein or otherwise shall in no event exceed the price of the display with respect to which losses or damages are claimed. In no event shall Company be responsible for incidental or consequential damages.

Advertiser/Agency Initials

CREATIVE REQUEST

SOLD

SPEC



ACCOUNT EXECUTIVE: _____

DATE SUBMITTED: _____

DUE DATE: _____

BOARD SIZE: _____

EXTENSIONS: yes no

CLIENT: _____

CONTACT NUMBER: _____

EMAIL: _____

CLIENT OBJECTIVE:

DATE MATERIALS SUBMITTED
SALES REP.

SKETCH BELOW