OUTDOOR BULLETIN DISPLAY CONTRACT

(OUTDOOR ADVERTISING COMPANY) (NAME OF AGENCY) Date _________________
(ADDRESS) (ADDRESS)

Contract # ________________

Type Size (Check One)
☐ Rotary ☐ 14 x 48 ☐ Vinyl
☐ Permanent ☐ 20 x 60 ☐ Hand-painted
☐ Other ☐ Printed ☐ Wallscape

The Agency (undersigned) hereby contracts with ____________________________ (“Company”) for the posting and maintenance (“Service”) of outdoor advertising on structures owned or controlled by the Company as described below on behalf of the Advertiser and products named herein, upon all the terms and conditions set forth on the front and back hereof for a period of ____________ months commencing ____________. (estimated completion date)

ADVERTISER ___________________________ PRODUCT/SERVICE ___________________________
MARKET ___________________________ # OF UNITS ____________ COPY CHANGES ___________________________

LOCATION DESCRIPTION ILL. SIZE GROSS COST PER MONTH

Total Gross Cost per Month ___________________________
Total Cost per Month After Discounts, if any ___________________________
Less agency commission ___________________________

SPECIAL INSTRUCTIONS:
Charges (see 1.2):
Cancellation Privileges

ACCEPTED ________________ DATE ________________ AGENCY ________________ DATE ________________
COMPANY ___________________________ BY ___________________________
SHIPPING ADDRESS ___________________________ BILLING ADDRESS ___________________________

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1.0 DELIVERY OF MATERIALS BY THE AGENCY

1.1 The agency, as provided below, will deliver acceptable materials to the Company in sufficient quantity and timing for proper execution of display(s), all as provided herein below.

1.2 If this is a new contract, the Agency will deliver acceptable material in a timely manner. If the material has not been received by the Company on the date agreed upon by Company and Agency, the Company will immediately notify the Agency. If materials are timely delivered, the Company will complete the execution of the display on or before the estimated completion date and commence billing on the date copy is fully displayed.

1.3 Hand painted—no less than thirty (30) days prior to contract date.

1.4 Vinyl paper—no less than seven (7) calendar days prior to contract date.

1.5 The Agency/Advertiser will not be charged for retro-fitting bulletins to accommodate computer painted vinyl materials.

1.6 Extensions, embellishments, and vinyl materials are the property of the Advertiser and no fees may apply if storage is requested. Materials will not be destroyed by the Company without consent of Agency.

2.0 OBLIGATIONS OF COMPANY

2.1 After completion of each copy change hereunder, the Agency will be notified, and if so requested by the Agency, the Company will furnish proof of performance photographs as instructed by the Agency.

2.2 If the Bulletins hereunder are part of a rotary plan, the Company will notify the Agency of locations thirty (30) days in advance of each rotation.

2.3 The Company will provide illumination necessary for full visibility during 6:00 A.M.-to-Midnight period unless otherwise specified in this contract.

3.0 GENERAL

3.1 All locations are subject to prior approval by the Advertiser and/or the Agency.

3.2 Relationship of Parties. The Agency represents and warrants that it is the advertising agency (hereinafter called “the Agency”) placing advertising on behalf of the advertiser named on the face of this contract (hereinafter called “the Advertiser”) and the Outdoor Advertising Company (hereinafter called “the Company”) accepting this contract hereby agree that this contract shall be governed by the following conditions:

3.3 Rates. (a) The Company will, from time to time at intervals following commencement of service, bill the Agency at the address on the face hereof. The Agency shall pay the Company thereon, at the address on the bill, within thirty (30) days after date of billing. Unless otherwise set forth by the Agency on the face of this contract, the Company agrees to hold the Agency solely liable for payment to the extent proceeds have cleared from the Advertiser to the Agency for advertising placed in accordance with this contract. For sums owing but not cleared to the Agency, the Company agrees to hold the Advertiser solely liable.

3.4 Termination and Loss of Service. (a) The Company will, from time to time at intervals following commencement of service, bill the Agency at the address on the face hereof. The Agency shall pay the Company thereon, at the address on the bill, within thirty (30) days after date of billing. Unless otherwise set forth by the Agency on the face of this contract, the Company agrees to hold the Agency solely liable for payment to the extent proceeds have cleared from the Advertiser to the Agency for advertising placed in accordance with this contract. For sums owing but not cleared to the Agency, the Company agrees to hold the Advertiser solely liable.

3.4(e) If the advertising or sale of the product or service to be advertised under this contract is prohibited by law or government regulation, this contract shall terminate as of the effective date of such law or regulation without short-rate charge.

3.4(f) The Company may, upon notice to the Agency, cancel this contract at any time (i) upon material breach by the Agency, (ii) if the Company does not receive timely payment on billings, or (iii) if the Agency’s credit is, in the Company’s reasonable opinion, impaired.

3.5 Terms of Payment. (a) The Company will, from time to time at intervals following commencement of service, bill the Agency at the address on the face hereof. The Agency shall pay the Company thereon, at the address on the bill, within thirty (30) days after date of billing. Unless otherwise set forth by the Agency on the face of this contract, the Company agrees to hold the Agency solely liable for payment to the extent proceeds have cleared from the Advertiser to the Agency for advertising placed in accordance with this contract. For sums owing but not cleared to the Agency, the Company agrees to hold the Advertiser solely liable.

3.5(c) Advertiser and Company must agree upon the use of barter credits (media space/equipment/products) if used as payment for this contract. Company must obtain advertiser’s approval for use of such credits.

3.5(b) PHOTO REQUIREMENTS: Within five (5) days of completion of initial posting or copy changes, Company will send the initial completion report(s) to Agency giving date of completion. Completion notice forms will be provided by Agency together with posting instructions. Company shall provide one (1) unaltered, unretouched 3 1/2” x 5” color print (close-up) and one unaltered, unretouched approach photo of each individual bulletin upon completion of each posting. Company shall provide one unaltered, unretouched 3 1/2” x 5” color print (close-up) for each poster/transit/other format upon completion of posting. Each bulletin/poster photo must be labeled with the unit # and location description. Digital photos are acceptable unless otherwise noted.

3.5(e) Advertiser and Company must agree upon the use of barter credits (media space/equipment/products) if used as payment for this contract. Company must obtain advertiser’s approval for use of such credits.

3.6 Indemnification. The Company shall hold the Agency and the Advertiser harmless against all claims, demands, debts, obligations, or charges, together with reasonable attorneys’ fees and disbursements (all hereinafter referred to as “liability”), arising out of the installation, maintenance, or removal of advertising copy, including all such liability arising out of the Company’s failure to remove advertising copy within thirty (30) days after the expiration of this contract provided (i) such removal is requested by the Agency and (ii) such failure is not due to force majeure as defined in Paragraph 3.3(b). The Agency similarly agrees to hold the Company harmless against all liability arising out of the content of the advertising copy furnished by the Agency.

3.7 Entire Agreement. This contract (and the applicable rate card) 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 shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 3.4(c) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

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