

OUTDOOR POSTER DISPLAY CONTRACT

(MEMBER OF AAAA)

(NAME OF AGENCY)
(ADDRESS)

(CHECK ONE)

- 30-Sheets
- 8-Sheets
- Other

To: (OUTDOOR ADVERTISING COMPANY)
(ADDRESS)

Date _____
Contract # _____

The Agency (undersigned) hereby contracts with _____ (“Company”) for the posting and maintenance (“Service”) of outdoor advertising posters (“Posters”) on outdoor advertising poster panels owned or controlled by the Company in the markets listed below on behalf of the Advertiser and products named herein, upon all the terms and conditions set forth on the front and back hereof.

ADVERTISER _____ PRODUCT/SERVICE _____

Markets	Size Showing	No. of Posters		No. of Months	Posting Date	Gross Cost Per Mo.
		Reg.	Illum. or Backlighted			

Total Gross Cost of Contract _____
Total Cost After Discounts, if any _____
Agency commission _____

Date	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Ordered												
Accepted												

SPECIAL CHARGES:

SPECIAL INSTRUCTIONS:

ACCEPTED _____ AGENCY _____

COMPANY _____ BY _____

SHIPPING ADDRESS: _____ BILLING ADDRESS: _____

DATE: _____

CONDITIONS

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:

1.0 DELIVERY OF POSTERS BY AGENCY

1.1 The agency will deliver posters in quantity sufficient to meet the needs hereunder (plus 10% for renewal purposes) at places designated by the Company, shipping charges prepaid, at least seven (7) calendar days prior to the scheduled posting date(s).

1.2 Posters will have sufficient weight, tensile strength, and opacity to prevent "show through" of previously posted copy and will conform to the standard sizes currently approved by the appropriate industry organization. Recommended specifications for paper will be supplied by the Company upon request.

2.0 POSTING OBLIGATIONS OF COMPANY

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

2.2(a) Except as hereinafter provided, the posters furnished by the Agency will be posted by the Company in the markets and on the dates scheduled on the face of this contract.

2.2(b) Panels will be maintained in accordance with appropriate industry standards or their equal and will be well distributed in the specified market.

2.2(c) Posters will be promptly reposted every thirty (30) days, provided sufficient additional posters are supplied by the Agency. The Company will notify the Agency promptly if posters are needed for renewal.

2.2(d) The Company will provide illumination necessary for full visibility during 6:00 A.M.-to-midnight period unless otherwise specified in this contract.

2.3(a) If posters are timely delivered, the Company will complete posting no later than five (5) working days after the scheduled posting date. Advertisers will have the benefit of a full thirty (30) days, display from the average date of posting, unless the posters are not timely delivered. The Company will immediately notify the Agency if posters are not received on time (7 calendar days prior to contracted posting date).

2.3(b) If posters are timely delivered but cannot be posted in accordance with 2.3(a), the Agency will be informed immediately and any available substitute dates will be submitted for the Agency's approval.

2.3(c) Unless approved in writing by the Agency, the Company will not (i) reserve dates on the face hereof which are outside the leeway specified herein by the Agency as an acceptable variance from the dates ordered by it hereunder, or (ii) post on dates, ordered by the Agency, that the Company has placed on a waiting list.

2.4(a) The Company retains exclusive control and supervision over the posting, maintenance, and removal of posters and over the location on which they are displayed. Any change made in location of posters, for any reason, will be reported promptly to the Agency.

2.4(b) The Company and any third party that controls the display locations will have the right to reject any advertising material submitted by the Agency. If such rejection is unreasonable, arbitrary, or capricious, the Agency will have no obligation to pay for the service for which the rejected material was submitted and will have the right to terminate this contract in whole or in part.

2.4(c) The Company will not make any alteration in advertising without the written consent of the Agency.

2.5 Unused posters may be disposed of by the Company upon completion of the schedule called for herein, unless written instructions to do otherwise are received from the Agency.

3.0 GENERAL

3.1 Rates

(a) All rates and adjustments shall be computed on the basis of thirty (30) days to the month.

(b) The Company represents that all of its rates are published and that the rates specified in this contract (including discounts under any plan of continuity, frequency, or quantity) are the lowest rates at which any agency or advertiser may contract for like services at the time this contract is entered into.

(c) For the purpose of computing the applicable discount, the service ordered

under this contract for the same market(s) shall be combined with the service ordered under any other contract or contracts for any other products or services of the Advertiser and its affiliates. Affiliates include the Advertiser's subsidiaries, parent company and subsidiaries of the parent company.

3.2 Cancellation and Loss of Service

(a) This contract may be canceled by either party by giving written notice thereof to the other party no later than sixty (60) days, including Sundays and holidays, in advance of any scheduled posting date.

(b) In the event of such cancellation by the Agency, the Agency shall pay the Company a short rate charge equal to the difference between the rate earned under this contract and the rate applicable to the service used, determined in accordance with the rate card on which this contract is based and paragraph 3.1 hereof.

(c)(i) Any delay or failure by the Company to perform hereunder as the result of force majeure, labor dispute, law, governmental action or order, or dissimilar cause beyond the Company's reasonable control, shall not constitute a breach of contract, but the Agency shall be notified immediately and shall be entitled, at its election, to either an extension of service, additional service, or credit, all on a pro rata basis, except that in the event of a failure to provide illumination as required herein the loss shall be compensated by a cash credit to the Agency of 25%.

(d) 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.

3.3 Terms of Payment

(a) The Company will, from time to time at intervals following commencement of service, bill the Agency at address on face hereof; the Agency will pay the Company thereon, at address on bill, within thirty (30) days after date of billing. Upon request the Company will furnish the Agency with a list of locations posted.

(b) 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 posted in accordance with this contract. For sums owing but not cleared to the Agency, the Company agrees to hold the Advertiser solely liable.

(c) 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.

3.4 Taxes

The Company is responsible for all taxes, except sales and use taxes, that may be applicable to the ownership or control of poster panels or the display of posters thereon.

3.5 Indemnification

(a) The Company shall hold the Agency and the Advertiser harmless against all liability including all claims, demands, debts, obligations, or charges, together with reasonable attorney's fees and disbursements (all hereinafter referred to as "liability"), arising out of the installation, maintenance, or removal of posters, including all such liability arising out of the Company's failure to remove posters within thirty (30) working 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 3.2(c)(i).

(b) The Agency similarly agrees to hold the Company harmless against all liability arising out of the content of the posters furnished by the Agency.

COPYRIGHT NOTICE

Any AAAA member is authorized to use the copyrighted form. Non-member agencies are permitted to use the form without the "Member of AAAA" imprint and with a disclaimer on the front that says they are non-members.