

**OUTDOOR BULLETIN DISPLAY CONTRACT**

**(MEMBER OF AAAA)**

To: (OUTDOOR ADVERTISING COMPANY)  
(ADDRESS)

(NAME OF AGENCY)  
(ADDRESS)

Date \_\_\_\_\_  
Contract # \_\_\_\_\_

- |                                    |                                  |                                       |
|------------------------------------|----------------------------------|---------------------------------------|
| <u>Type</u>                        | <u>Size</u>                      | <i>(Check One)</i>                    |
| <input type="checkbox"/> Rotary    | <input type="checkbox"/> 14 x 48 | <input type="checkbox"/> Vinyl        |
| <input type="checkbox"/> Permanent | <input type="checkbox"/> 20 x 60 | <input type="checkbox"/> Hand-painted |
|                                    | <input type="checkbox"/> Other   | <input type="checkbox"/> Printed      |
|                                    |                                  | <input type="checkbox"/> 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 \_\_\_\_\_

<u>LOCATION DESCRIPTION</u>	<u>ILL.</u>	<u>SIZE</u>	<u>GROSS COST PER MONTH</u>
			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 \_\_\_\_\_  
COMPANY \_\_\_\_\_  
SHIPPING ADDRESS \_\_\_\_\_

AGENCY \_\_\_\_\_ DATE \_\_\_\_\_  
BY \_\_\_\_\_  
BILLING ADDRESS \_\_\_\_\_

## 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 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 authorized to place advertising on behalf of the Advertiser named on the face hereof. The Advertiser may, upon notice to the Company, change its Agency, and the Successor Agency shall be entitled to commissions on billings for services thereafter performed by the Company hereunder.

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

3.3(b) The Company represents that all of its rates are published and that the rates specified in this contract (including discounts) are the lowest rates at which any Agency or Advertiser may contract for like services at the time this contract is entered into.

**3.4 Termination and Loss of Service.** (a) The acceptance of this order shall constitute a contract that shall not be subject to cancellation by either party, except as provided in paragraph 1.2 above, and 3.4(b) below.

3.4(b) Advertiser has the right to cancel this contract with sixty (60) days written notice.

3.4(c) Any delay or failure by the Company to perform hereunder as the result of force majeure, labor dispute, law, governmental action or order, or similar 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%.

3.4(d)(i) When any rotary Bulletin location specified in this contract is no longer available due to a loss of the structure for any reason, the Company shall

offer the Agency a location of at least equal advertising value, which location shall be subject to the prompt, reasonable approval of the Agency. In the event that the Agency approves the alternate location, the term of this contract shall be extended after the expiration date of this contract for a period equal to the time during which advertising copy was not on display. (ii) When any permanent Bulletin location specified in this contract is no longer available due to a loss of the structure for any reason, the agency shall have the right to terminate this contract on the date the structure is no longer available and no short-rate charge shall be payable for such termination.

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(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(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.

### 3.6 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.

## 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.