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www.actionoutdoor.com

Contract #
Prior Contract #
New Renewal Relocation

Actual Start Date:
End Date:
New Existing

Business or Product to be Advertised Product Category
The undersigned Advertiser / Agency (hereinafter referred to as Advertiser) authorizes Hartrampf Holdings I, LLC, McCurdy Holdings I, LLC and Galberaith Holdings I, LLC (hereinafter referred to as Action Outdoor) to provide and maintain advertising displays described below subject to the following terms and conditions:

Display # Location Description Market Size LED Tri-Face Static
Monthly Rate: Year 1 Year 2 Year 3 Illumination Yes No

DISPLAY PERIOD This display shall be maintained for a period of months after commencement of service. Billing will commence upon installation, or no later than / / whichever comes first. In no event shall this contract commence later than the last day of the following month after acceptance of this contract by Action Outdoor.
RENEWAL POLICY Advertiser agrees to notify Action Outdoor in writing, of its election to renew or cancel no less than sixty days prior to the Expiration Date. If written notice is not received accordingly, Action Outdoor, at its sole discretion, may place bulletin(s) on the market for rent and/or extend the contract month to month at the same rate until bulletin(s) are rented by Action Outdoor to a third party or said notice is given to Action Outdoor by Advertiser. In such instance, Advertiser is responsible for two (2) more billing periods after written notice of cancellation is received by Action Outdoor.
ARTWORK Advertiser agrees to provide Action Outdoor with approved artwork or printed vinyl a minimum of 15 days prior to the commencement date of this contract. Advertiser shall be responsible for the full Display Period even if the bulletin cannot be displayed for the full contract period due to late artwork approval or late delivery of printed vinyl.
ADDITIONAL TERMS This contract is non-cancelable by Advertiser and subject to the Terms and Conditions on both pages of this agreement. Advertiser acknowledges receipt and review of page two hereof. It is understood that neither party is bound by any stipulations, agreements, or representations not specifically written into this contract. This contract must be signed by both Advertiser and Action Outdoor to become effective.
PRODUCTION CHARGES Production charges are billed net and not subject to agency commission or discount.

Install Charge

Install Charge input field

Vinyl Production

Advertiser to Provide Vinyl

Table with columns: Prepaid, Flexface, \$, sq. ft., x, sq. ft., =, \$

Extensions

Table with columns: Prepaid, \$, sq. ft., x, sq. ft., =, \$

Billing Summary

Table with rows: Total Monthly Space Amount, Total Net Monthly Billing, Total Prepaid Production or Installation Charge (Net)

Additional Conditions / Advertiser's Initials INITIAL HERE

Accepted by Advertiser

Bill To

Accepted by Agency

Bill To

Form for Advertiser details: Legal Name of Business, Address, City, State, Zip, Phone, Fax, E-mail Address, Print Name of Authorized Signature, Authorized Signature, Title

Form for Agency details: Legal Name of Business, Address, City, State, Zip, Phone, Fax, E-mail Address, Print Name of Authorized Signature, Authorized Signature, Title

Accepted by Action Outdoor

Signature Title Date

## STANDARD TERMS AND CONDITIONS

**1. Advertising Services.** By their signatures on this contract, Advertiser and/or Agency, (hereinafter referred to as Advertiser) and Hartrampf Holdings I, LLC, McCurdy Holdings I, LLC and Galberaith Holdings I, LLC (hereafter referred to as Action Outdoor), agree that Action Outdoor shall provide the advertising services specified on the front side of this contract in return for the payments specified and upon the terms and conditions set forth in this contract. The parties agree that the advertising displays produced by Action Outdoor, including vinyls and extensions, and sign structures used for the advertising services are the property of, and shall at all times remain in exclusive possession and control of Action Outdoor. Advertiser acknowledges that no one other than those persons authorized by Action Outdoor may enter upon or have access to the outdoor advertising sign structures described in this contract. Advertiser may not cancel or modify this contract, for any reason, without written approval from Action Outdoor.

**2. In Service Date/Payments.** Advertiser agrees to pay to Action Outdoor each month, in advance, the payment specified (including the increased payments applicable to a contract term in excess of 12 months) beginning on the commencement 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 contract. The payment terms shall be Net 10. As a convenience to Advertiser, Action Outdoor will send a reminder invoice each month, but Advertiser's obligation will not be dependent upon the receipt of such invoices. If a Security Deposit has been paid, it shall be refunded to Advertiser within 30 days of payment of all invoices, or applied to the last monthly payment due, to be determined by Action Outdoor at its sole discretion.

**3. Commencement Of Billing.** Advertiser shall furnish approved artwork (scaled, camera-ready, high resolution scans, fonts, and designated colors) or materials to prepare final artwork or a printed vinyl to Action Outdoor a minimum of 15 days prior to the commencement date. All printed vinyls provided by Advertiser must be the correct size as noted on this contract. Should the approved artwork or the printed vinyl not be received a minimum of 15 days prior to the commencement date, Action Outdoor reserves the right to commence billing. Billing shall commence upon the installation of the printed vinyl or the agreed upon commencement date, whichever comes first. In no event shall this contract commence later than the last day of the following month after acceptance of this contract by Action Outdoor.

**4. Advertising Agency.** If this contract is signed by an advertising agency, or if Advertiser subsequently appoints an advertising agency to represent Advertiser in its dealings with Action Outdoor, the term "Advertiser" shall include both advertiser and agency where applicable, and all obligations of the Advertiser shall be joint and several to both the Advertiser and agency. If Advertiser appoints an agency after this contract has been accepted by Action Outdoor, Advertiser shall notify Action Outdoor, in writing, of said appointment. However, such subsequently appointed agency will not be entitled to an agency commission under the terms of this contract.

**5. Breach.** Advertiser agrees that failure to make payment of any monthly payment due according to the terms and conditions of this contract shall constitute a material breach of this contract. Upon breach, Action Outdoor shall have the option to demand immediate payment of the entire remaining unpaid payments for the balance of this contract, terminate this contract, and/or, in addition to the foregoing, Action Outdoor shall have the right to immediately remove any advertising displays provided hereunder and re-sell that space, all options being at Action Outdoor's sole discretion. Advertiser agrees that upon breach of this contract, Action Outdoor will suffer damages which cannot reasonably be calculated by any method and that payment of the entire remaining unpaid payments shall constitute liquidated damages sustained by Action Outdoor. Any breach of this contract by advertiser shall also be a breach of any other contract between advertiser and Action Outdoor. In such event, Action Outdoor at its option, may declare any or all such other contracts in default and require the payment of all remaining unpaid payments on any or all contracts between Action Outdoor and Advertiser. It is further agreed that any delay by Action Outdoor to act upon said breach of this contract by the advertiser shall in no event be considered as a waiver of such right by Action Outdoor. Advertiser agrees to pay all reasonable collection expenses, attorney fees, and court costs incurred by Action Outdoor for the collection of any amounts due and payable to Action Outdoor, whether a result of breach or otherwise. Any amounts outstanding after 10 days after the due date shall be subject to a late charge equal to \$50.00 or 10%, whichever is greater, on all outstanding amounts. Invoices not paid when due shall bear interest at 1½% per month or the maximum legal rate per annum, whichever is greater. Advertiser agrees to pay a \$200 returned check charge for any check returned as "NSF", "Refer to Maker", or otherwise. Advertiser agrees that in the event of such breach that Action Outdoor will proceed against both Advertiser and Agency for any cause of action that exists, as joint and several obligors.

**6. Copy Approval.** Action Outdoor reserves the right at anytime to refuse, withdraw or remove any advertising copy, which in Action Outdoor's sole opinion, is considered objectionable or that attracts negative publicity or controversy from the community. Advertiser agrees to defend, indemnify, and hold Action Outdoor 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 contract. Advertiser acknowledges that all advertising copy, designs, and artwork developed by Action Outdoor are the exclusive property of Action Outdoor for all purposes and may be copyrighted by Action Outdoor, and will not be copied, reproduced, or released to other parties without prior written approval by Action Outdoor.

**7. Out of Service.** Acceptance of this contract by Action Outdoor will be subject to the prior sale and/or availability of any displays specified. If a location specified in this contract becomes unavailable for any reason during the term of this contract, it may be replaced, at Action Outdoor's sole discretion, by a location of equal advertising value, or at Action Outdoor's option, this contract may immediately be terminated and/or cancelled without further liability to Advertiser. In the event any display covered by this contract becomes unavailable, either temporarily or permanently, the Advertiser agrees to accept, as compensation for the loss in advertising service, 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 Action Outdoor's sole discretion. Advertiser 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 Action Outdoor for said loss in return for Action Outdoor providing the advertising services herein. In the event that a tri-face or LED display is not repaired or placed back in service within 5 working days from notification by Advertiser to Action Outdoor, a credit will be issued to Advertiser as per the terms specified herein.

**8. Illumination.** Standard illumination shall be dusk to midnight. In the event a complete failure of illumination is not repaired within 5 working days of notification by Advertiser to Action Outdoor, a credit of

25% of the price paid for that individual location will be provided to the advertiser for the pro-rated time that said illumination was non-functional, at Action Outdoor's option, either by other additional advertising service, or by extending the termination date under this contract equal to the amount of said credit.

**9. LED Display.** In the event this contract is for an LED display, Action Outdoor will strive to provide advertisers with 100% of the time they contract. However due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Action Outdoor is guaranteeing copy will be displayed an average of 85.7% of the time contracted. For purposes of determining whether a credit is due, the average number of guaranteed spots per day will be measured over the duration of the contract, e.g., during a 30 day contract, the available spots during the entire 30 day term of the contract will be calculated and 85.7% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Action Outdoor has provided 85.7% or greater of available spots, then no credit will be due. Unless otherwise stated herein, an LED Display shall be one ten (10) second segment of a sixty (60) second loop.

**10. Non-Liability of Action Outdoor.** Action Outdoor shall not be liable for any failure or delay in the performance of its undertakings when due to fire, governmental restrictions, strikes, lockouts, acts of God, court orders, settlements voluntarily reached with local governments, landowner lease restrictions, or any act or thing beyond Action Outdoor's control.

**11. Technology Change.** Action Outdoor reserves the right at any time during the term of this contract to convert the bulletin from its present technology to any other outdoor advertising technology and to terminate this contract upon thirty (30) days advance written notice to Advertiser. In such event, Advertiser will be given a first right of refusal to enter into a new bulletin contract at this location at the new market rate based upon the converted technology.

**12. Hold Harmless.** Action Outdoor agrees to hold Advertiser harmless from any and all claims or demands on account of physical bodily injury or physical property damage caused by or resulting from any sign structure used for any display covered by this contract, including the place or manner of installation and maintenance of the same, and agrees to carry, at its own cost and expense, adequate public liability insurance covering all such contingencies so long as this contract shall remain in effect. Advertiser agrees to hold Action Outdoor harmless from any and all claims or demands with regard to any display covered by this contract or on account of any allegation that the use of any name, picture, or other material in any display authorized by this contract is illegal, unauthorized, or damaging in any way to any person, business, organization, association, governmental body, or other entity.

**13. Assignment.** In the event of a sale, transfer, assignment, trade or termination of the Advertiser's business, Advertiser agrees to pay not only amount then due, but also one hundred percent (100%) of all monthly charges remaining unpaid under this agreement within thirty (30) days after said sale, transfer, assignment, trade or termination, unless (a) said display agreement has been assigned to and accepted in writing by any person, or officer, authorized to bind the firm, corporation or person acquiring Advertiser's business and (b) the assignment is accepted in writing by an executive officer of Action Outdoor. However, even if Action Outdoor accepts such assignment, such acceptance shall not release Advertiser from liability for any and all amounts then due and owing Action Outdoor as well as the balance due over the unexpired term of the display agreement. Should any assignee of the Advertiser breach any term of this display agreement, upon such breach, Action Outdoor shall be entitled to invoke any of the remedies identified in this agreement or otherwise without further notice to the advertiser, against the Advertiser or the Assignee or both as Action Outdoor may choose. Except as provided for in this Section this agreement may not be assigned by the advertiser. This contract may, however, be assigned to a successor, actual advertiser, or agency only with 90 days prior written consent of Action Outdoor. This contract may be assignable by Action Outdoor at any time without Advertiser's consent.

**14. Acceptance Of Contract.** The execution of this contract by Advertiser shall constitute an offer to contract. Action Outdoor will not consider the offer complete until such time as Advertiser tenders payment of any required production costs and completes any required credit application. Advertiser's signature on this contract shall not act as a hold on any advertising sign space. This contract shall be deemed to have been executed and its terms and conditions enforceable only upon the written acceptance by an officer of Action Outdoor. Such acceptance shall only be by formal written acceptance on the first page. Advertiser acknowledges that the representative receiving this contract is not authorized by Action Outdoor to accept this contract or bind Action Outdoor. Advertiser consents and agrees that Action Outdoor may investigate and inquire as to the financial status and credit worthiness of Advertiser before or after acceptance of this contract and further authorizes any bank, credit agency or other entity having financial information of Advertiser to respond to Action Outdoor's inquiries and divulge such information to Action Outdoor and its agents. Following acceptance, this contract shall be binding upon and shall inure to the benefit of the parties and to their respective heirs, successors, administrators, and permitted assigns.

**15. Written Notice.** Any requirement of written notice under this contract shall mean that notice be in writing and mailed, via certified mail, return receipt requested, to the addresses of the parties listed on this contract or such other addresses as the parties may later designate. Written approval and/or consent by Action Outdoor shall not be effective until said approval and/or consent is received by 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.

**16. Disputes.** This contract has been entered into and executed within the State of Georgia. In the event any action or suit is brought to enforce or clarify any of the terms and/or conditions of this contract, the venue of such said suit or action shall be brought in the State of Georgia, Fulton County, unless Action Outdoor provides Advertiser and/or its attorney with written consent, prior to suit being filed, to a venue other than the State of Georgia, Fulton County.

**17. Entire Contract.** Neither party shall be bound by any contract or representation, expressed or implied, not specifically contained in this contract. Advertiser acknowledges that no representations, contracts, or promises whatsoever have been made to Advertiser other than those specifically stated in this contract. This contract is the final and complete contract between the parties, and may not be modified, supplemented, explained or waived by parole evidence, nor by the course of dealing, nor in any other way except by modification or change reduced to writing and signed by authorized representatives of Advertiser and Action Outdoor. The person signing this contract, on behalf of the respective party represents and warrants that he/she has full authority to do so.

INITIAL HERE

Display # \_\_\_\_\_ X \_\_\_\_\_ Advertiser Initials