

WISCONSIN SIGN COMPANY, LLC  
70 N. Johnson St., Suite #2 | Hartford, WI 53027  
Bob@aducationmedia.net | cjproblemsolver@yahoo.com



Date: \_\_\_\_\_ Billboard # WI-2022-11173

Contact Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Invoices email/mail to: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Illuminated 6' x 12' Digital Billboard in the Hartford Market located off of Hwy 60**

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Period Type: \_\_\_\_\_ Periods: \_\_\_\_\_ Per Period Investment: \_\_\_\_\_

**Total Investment:** \_\_\_\_\_

**Total Contract Value:** \_\_\_\_\_

This contract is subject to the Terms and Conditions outlined on the following page of this document.

Wisconsin Sign Company, LLC.

Agency/Advertiser

\_\_\_\_\_

\_\_\_\_\_

Print Name

Print Name

Date

Date

## STANDARD TERMS AND CONDITIONS

The advertiser / 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 Out-of-Home Media Company (hereinafter called "the Media Company") accepting this contract hereby agree that this contract shall be governed by the following terms and conditions:

### 1.0 DELIVERY OF MATERIALS BY THE AGENCY

#### 1.1 Posters

- (a) The Agency will deliver posters in quantity sufficient to meet the needs hereunder (plus 10% for renewal purposes) at places designated by the Media Company, shipping charges prepaid at least fifteen (15) calendar days prior to the scheduled posting date(s).
- (b) 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 Media Company upon request.

#### 1.2 Bulletins

- (a) The Agency will deliver acceptable materials in a timely manner. If the materials have not been received by the Media Company on the date agreed upon by the Media Company and the Agency, the Media Company will immediately notify the Agency. If materials are timely delivered, the Media 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 Materials shall be delivered no less than thirty (30) days prior to the scheduled display date.

#### 1.4 Vinyl/Paper/Other Materials shall be delivered no less than ten (10) calendar days prior to the scheduled display date.

#### 1.5 Embellishments and vinyl materials produced by the Advertiser are the property of the Advertiser and fees may apply if storage is requested. Materials will not be destroyed by the Media Company without the consent of the Agency.

### 2.0 OBLIGATIONS OF THE MEDIA COMPANY

#### 2.1 All designs are to be faithfully reproduced and all displays are to be maintained in accordance with the specifications set forth in this contract and the applicable industry standards as outlined by the Outdoor Advertising Association of America (OAAA) in its current publication "RECOMMENDED OPERATING PRACTICES" or its equivalent. The Media Company shall not make any alteration in advertising materials without the consent of the Agency.

#### 2.2 After completion of each copy change hereunder, the Agency will be notified and the Media Company will furnish proof of performance photographs as requested by the Agency.

#### 2.3 Posters

- (a) Except as hereinafter provided, the posters furnished by the Agency shall be posted by the Media Company in the markets and on the dates scheduled on the face of this contract. (i) Posters will be freshly blanked at the time of each posting on the panels that are maintained in accordance with the appropriate industry standards or their equal and will be well distributed in the specified market. (ii) Posters and panels will be kept in good condition throughout the term of this contract. Posters will be promptly renewed, provided sufficient additional posters are supplied by the Agency. The Media Company will notify the Agency promptly if posters are needed for renewal.
- (b) The Media Company retains exclusive control and supervision over the posting, maintenance, and removal of posters and over the structure on which they are displayed. Any change made in location of posters, for any reason, must be reported promptly to the Agency.
- (c) Unused posters may be disposed of by the Media Company upon completion of the schedule called for herein, unless written instructions to do otherwise are received from the Agency.

#### 2.4 Rotary Programs

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

### 3.0 GENERAL

#### 3.1 The Media Company and any third party that controls the display location shall have the right to reject any advertising material submitted by the Agency. In the event of a rejection the Agency will have no obligation to pay for the service for which the rejected material was submitted and has the right to terminate this contract in whole or in part without penalty or short rate.

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

#### 3.3 Relationship of the Parties. Each party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other. The Agency represents and warrants that it is authorized to place advertising on behalf of the Advertiser named on the face of the contract. The Advertiser may, upon notice to the Media Company, change its Agency, and the Successor Agency shall be entitled to commission on billings for services thereafter performed by the Media Company hereunder.

#### 3.4 Cancellation, 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 3.4(b) below.
- (b) Force Majeure Any delay or failure by the Media Company to perform hereunder as the result of force majeure, labor dispute, law or local ordinance, governmental action or order, or similar cause beyond the reasonable control of the Media Company, shall not constitute breach of contract, but the Agency shall be notified as soon as possible and shall be entitled, at its election, to enter an extension of service, additional service, or credit, all on a pro rata basis. (i) When any advertising display specified in this contract is no longer available due to a loss of the unit for any reason, the Media Company shall offer the Agency a unit of at least equal advertising value, which unit shall be subject to the prompt, reasonable approval of the Agency. In the event that the Agency approves the alternate unit, the term of this contract shall be extended after the expiration date of this contract for a period equal to the time that the advertising copy was not on display. (ii) When any unit specified in this contract is no longer available due to the loss of the unit for any reason, the Agency shall have the right to terminate this contract effective on the date the unit is no longer available and no short-rate charge shall be payable for such termination.
- (c) If the advertising or sale of the product or service to be advertised under this contract is prohibited by a new law or government regulation, this contract shall terminate as of the effective date of such law or regulation and no short-rate charge shall be payable for such termination.
- (d) The Media Company may, upon notice to the Agency, cancel this contract at any time (i) upon material breach by the Agency, (ii) if the Media Company does not receive timely payment on billings, or (iii) if the Agency's credit worthiness is, in the Media Company's opinion, impaired.

#### 3.5 Rates

- (a) All rates and adjustments shall be computed on a basis of thirty (30) days to the month.
- (b) It is also agreed and understood that advertising scheduled herewith may be combined with subsequent schedules at a later date from other wholly owned subsidiaries of the Advertiser to earn maximum discounts offered by the Media Company.

#### 3.6 Terms of Payment

- (a) The Media Company will, from time to time, at intervals following the commencement of service, bill the Agency at the address on the face of the contract. The Agency shall pay the Media Company at the address on the bill upon receipt of the statement or invoice. Unless otherwise set forth by the Agency on the face of this contract, the Media company agrees to hold the Agency solely liable for payment only to the extent that proceeds have cleared from the Advertiser to the Agency for advertising placed in accordance with this contract. If Agency has not received the applicable funds from the Advertiser, Agency will use commercially reasonable efforts to assist Media Company in collecting payment from the Advertiser.
- (b) The Media Company will return a copy of this contract to the Agency after it is accepted by the Media Company. Additionally, the Media Company will provide appropriate proof of performance materials (photographs, location lists, and signed affidavits).

#### 3.7 Taxes. The Media Company shall pay all taxes, except sales and use taxes that may be applicable to the ownership or control of their advertising displays.

#### 3.8 Indemnification. The Media Company shall defend and indemnify the Agency and the Advertiser against all liability, including all claims, damages, demands, debts, obligations, or charges, together with all reasonable attorneys' fees and disbursements (all hereinafter referred to as "liability"), arising from third party claims resulting from Media Company's failure to install, maintain or remove advertising copy as required by this Agreement, including all such liability arising out of the Media 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 3.4(d). The Agency represents and warrants that it has the authority as Advertiser's agent to bind Advertiser to these Terms, and that all of Agency's actions related to these Terms will be within the scope of such agency. Agency will defend and indemnify Media Company and each of its affiliates and representatives from liability resulting from Agency's alleged breach of the foregoing sentence. The Agency similarly agrees to defend and indemnify the Media Company against all liability arising out of the content of the advertising copy furnished by the Agency.

#### 3.9 Limitation of Liability. In no event will either party be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, including, but not limited to, damages for loss of profits, business interruption, loss of information, and the like, even if such party has been advised of the possibility of such damages.

#### 3.10 Entire Agreement. This contract contains the entire understanding between the parties and cannot be changed or terminated orally. When there is any inconsistency between these standard conditions and any provision on the face of the contract, 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 the rights or remedies associated with that or any other provision.

#### 3.11 Notices. All notices hereunder (except for notices under Paragraph 3.4(d)) shall be in writing, delivered only by certified mail with return receipt, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

#### 3.12 Arbitration. Any dispute concerning the parties' duties under this Agreement which the parties cannot resolve within ninety (90) days shall be directed to binding arbitration administered by, and pursuant to the rules of, the American Arbitration Association ("AAA") in the city of New York, NY, with all expenses being shared equally by the parties. Judgment upon any AAA award may be entered in any court having jurisdiction. Any costs incurred in the enforcement of the arbitration award shall be paid by the party against whom enforcement is sought.

#### 3.13 Governing Law. The construction, validity and performance of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, and the parties expressly waive its choice of law rules.

#### 3.14 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect.