

Michigan Outdoor Advertising

OUTDOOR BULLETIN DISPLAY CONTRACT

DATE _____

CONTRACT NO. _____

TO: (OUTDOOR ADVERTISING COMPANY AND ADDRESS)

FROM: (NAME OF AGENCY ADVERTISER & ADDRESS)

The Agency (undersigned) hereby contracts with _____
("Company") for the painting and maintenance of outdoor advertising bulletins 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 _____
billing to commence on the completion date or, if more than one unit, on the average date of completion.

Delivery Date of Initial Artwork/Instructions _____

ADVERTISER _____ PRODUCT/SERVICE _____

Market	Type of Bulletin/Location	Copy Area Size	Gross Cost Per Mo.
SPECIAL CHARGES:			
Total Gross Cost of Contract			
Net Cost			

SPECIAL INSTRUCTIONS:

ACCEPTED _____

AGENCY OR ADVERTISER _____

COMPANY _____

BY _____

SHIPPING ADDRESS

BILLING ADDRESS

DATE _____

DATE _____

Michigan Outdoor Advertising

P.O. Box 2399

Petoskey, Michigan 49770

TERMS AND CONDITIONS

The Advertising Agency ("Agency") placing advertising on behalf of the advertiser named on the face of this contract ("Advertiser") and the Outdoor Advertising Company ("Company") accepting this contract hereby agrees that this contract shall be governed by the following conditions: **RELATIONSHIP OF PARTIES** - Agency represents and warrants that it is authorized to place advertising on behalf of the Advertiser named on the face hereof. Advertiser may, upon notice to Company, change its Agency and the Successor Agency shall be entitled to commissions on billings for services thereafter performed by Company hereunder.

TERMS - Net cash thirty (30) days after date of invoice, interest at the rate of 1 1/2% per month after sixty (60) days.

AGENCY COMMISSION - A commission will be allowed to all recognized Advertising Agencies. If a discount applies, the Agency commission will be computed on net billing after such discount had been deducted.

Agency commission will be forfeited if payment is not received by Company within sixty (60) days after the date of invoice.

COPY CONTENT - The Company reserves the right to reject, before or after display, any copy, pictorial or otherwise, which it considers to be in violation of existing laws or offensive to the moral standard of the community or which is false, misleading or deceptive, or in any way reflects upon the character, integrity, or standing of any organization or individual. Company shall not make any alteration in advertising materials without the written consent of Agency.

RATES - 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. The monthly space rate includes painting or posting, illumination, maintenance and rotation.

CUTOUPS AND EXTENSION - Cutouts and extension are available on bulletins under contracts of four (4) months or longer. Cutouts will remain the property of Company. At the end of the display period, the cutouts will not be available for future use.

CREDITS - If a location should be lost during the period of display for any reason, space of equal advertising value will be substituted or credit will be issued for loss of service. Unused postings or paintings will not qualify for credit any may not be carried forward.

For temporary loss of illumination, credit may be taken in option of additional space or an extension of the term of the contract. Loss of advertising circulation, due to involuntary loss or reduction in illumination will be adjusted by granting additional advertising space or by extending the term of the contract. Adjustments will be commensurate with percentage loss of circulation. Any governmental or customer-directed cutback of illumination will not qualify for adjustment.

ILLUMINATION - All illuminated bulletins will be lighted from dusk to midnight.

RATE OF PROTECTION - The rate shown on the face hereof shall remain the same for a period of 12 months, provided that this contract cannot be cancelled by either party.

CANCELLATION PRIVILEGES - This contract may be cancelled by either party by giving written notice thereof to the other party not later than 90 days, including Sundays and holidays, in advance of anniversary date.

In the event of such cancellation by Agency, Agency shall pay 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.

Any delay or failure by the Company to perform hereunder as the result of force majeure, labor dispute, law, governmental action or order, or other cause beyond Company's reasonable control, shall not constitute a breach of contract, but 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.

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

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

REPOSTING/REPAINTING CHARGES - Advertisers are entitled to the initial posting at the beginning of the contract and an additional posting of their printed bulletin every 60 days of their contract. Printed bulletins will be posted upon rotation. Advertisers are entitled to the initial painting at the beginning of the contract and an additional painting every four months (on three paints per year contract) or every six months (on two paints per year contract) as shown on the face hereof. Unused postings/paintings may not be carried forward and credit for them will not be issued.

If an Advertiser requests a change of copy or posting of overlays or additional sheets during the contract period of display, there will be a minimum charge for such work as set forth in the published rate card. If the original printed bulletin includes overlays, no charge will be made.

DELIVERY OF ARTWORK BY THE AGENCY - Agency, as provided below, will deliver acceptable artwork to the Company in sufficient quantity for proper execution of display(s); all as provided herein below.

If this is a new contract (not a renewal) for rotary or permanent Bulletins, Agency will deliver acceptable artwork to the Company on or before the date specified on the face hereof. If artwork is timely delivered, the Company will complete painting of the display on or before the estimated completion date and commence billing on the date copy is fully displayed.

"Acceptable Artwork" shall be defined as a scaled or properly proportioned mechanical, original illustration, dye transfer or other color reproduction of comparable quality. Color transparencies shall not be deemed to be acceptable artwork.

The Advertiser shall furnish approved mechanical and finished artwork with painting instructions sixty (60) days prior to the scheduled display date. Should late arrival of artwork prevent the Company from meeting scheduled display dates, the advertiser will be billed for the period scheduled even though bulletins cannot be displayed for the full period.

OBLIGATIONS OF THE COMPANY - All designs are to be faithfully reproduced and all displays are to be maintained in accordance with standards of the industry.

After completion of each painting hereunder Agency will be notified and, if so requested by Agency, Company will furnish proof of performance photographs consisting of two (2) 5 x 7 color closeup prints and one (1) 35MM colored slide of each design.

If the Bulletins hereunder are part of a rotary plan, the Company will notify Agency of locations in advance of each rotation.

ENTIRE AGREEMENT - This contract (and the applicable rate card) constitutes the entire agreement between the parties and may not be changed, altered or modified without the written consent of the parties hereto. 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 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.