

ALLISON OUTDOOR



CONTRACT FOR OUTDOOR ADVERTISING

2018-04-25 16:36:39 3848-4

CONTRACTED BY:			ON BEHALF OF ADVERTISER:		
CUSTOMER #	2607	570	CUSTOMER #		
NAME	SLEEP USA - FRANKLIN		NAME		
ADDRESS	24 HOLIDAY DRIVE		ADDRESS		
CITY/STATE/ZIP	MURPHY, NC 28906		CITY/STATE/ZIP		
CONTACT	Terry Utt		CONTACT		
EMAIL ADDRESS			EMAIL ADDRESS		
PHONE #			PHONE #		
P.O.#					
ADVRTSR	SLEEP USA - FRANKLIN				

Qty	Product Description	Illum	Size	Term in Months	Service Dates	Production	Rate per Period
1	SYL-3405-W.1, Digital Poster, Greenville-Spartanburg SC-Asheville NC-Anderson SC, Hwy 107 at Jade Dragon Restaurant N/S, S/F, Rotary, 1 Slot	Yes	12'0x24'0	12	05/14/2018 - 05/13/2019	0.00	700.00
						Amount Per Period (Net)	
						\$700.00	
						Production (One-time charge)	
						0.00	
						Additional production may be ordered upon request.	
						Grand Total (Net)	
						\$8400.00	

Notes and Instructions:

Terms of Contract: Production and first period rent required prior to printing advertisements. Invoices are generated at the beginning of each monthly or 4-week period and are due Net 10. If advertiser fails to make a payment of the monthly or twenty-eight (28) day rental fee (plus any late fee that may be accrued) within sixty (60) days after due date, Allison Outdoor Advertising, Inc may accelerate the entire remaining balance of the rent. In that event, interest shall accrue on such unpaid rent at eighteen percent (18%) per annum, commencing on the due date of the first missed payment and continuing until payment is made. If court action is required to enforce this agreement, the prevailing party shall be entitled to a judgment for reasonable attorney's fees and court costs. Upon such default and failure to cure within sixty (60) days, Allison Outdoor Advertising, Inc may remove advertiser's display(s) without prejudice to it's right to receive rent for the entire agreed term hereof. Bonus locations are not guaranteed locations. They are based on space availability and are subject to relocation or removal at the discretion of Allison Outdoor Advertising, Inc. All annual agreements shall be for 12 (Monthly) Periods (NC/GA Markets) and/or 13 (4-Week) periods (Tri-Cities Market Only) commencing upon execution of this Agreement by Allison Outdoor Advertising, Inc.

Posting Period: Allison Outdoor Advertising, Inc has five (5) working days allowance for posting ads from contract start date. If posting is delayed because materials are received by Company less than ten (10) working days prior to the posting dates specified, Advertiser/Agency shall pay for the full period specified, and notwithstanding such delay, the display period shall expire on the date specified.

Printing: After the first year the ad will be replaced at the advertisers expense if the quality of the ad is not presentable. The advertiser will be notified of this decision prior to reprinting; and changes, if desired, may be done at that time.

Advertiser:	Agency:
Signature: _____	Signature: _____
Printed Name: _____ Date: _____	Printed Name: _____ Date: _____

Allison Outdoor Advertising, Inc

Signature:

Name:

Date:

FOR INTERNAL USE: (C)



A/E Name / No.

Nelson Bumgarner

Sylva, NC

Ph#: 828-586-2737

Mailing Address

Allison Outdoor Advertising, Inc

PO Box 120

Sylva, NC 28779

Ph#: 828-586-2737 Fax#: 828-586-2769

Allison Outdoor Advertising, Inc - Contract Terms

Client agrees to furnish necessary posters/vinyls, to keep the display in first class conditions 5 days before posting date. In case of our failure to furnish sufficient posters/vinyls, no claim for loss of display will be made. Our failure to make monthly payments, net cash on receipt of invoice, shall at your option be deemed breach of contract and the full balance becomes due and payable and you have the right to remove our advertising.

If completion of any display is delayed unreasonably, we agree to pay when billed the amount of the monthly installment allocable to display on which service has commenced. Our failure to make monthly payments herein provided shall, at your option, be deemed a complete breach by us of this contract, or at your option upon such a failure the full amount of the remaining monthly installments hereby agreed to be paid by us to you shall thereupon immediately become due and payable, and in the event of a failure to make payment thereof for the whole or any part of the term of this contract, to each person or persons upon such terms and conditions as you may determine and /or collect and receive the income from any such reletting or relettings, and to apply any and all moneys so collected and received by you on account of any amounts which may then be due to you from us under the contract. Should we fail to make the payments as specified herein we agree to pay you a late charge of one and one-half percent per month (18% Annual Rate) on any account past due 30 Days or more and compensate you for any loss you may sustain including court costs and 15% attorneys fee.

Upon your acceptance of this contract and the reservations of space for us, this contract shall be binding upon and inure to the benefit of the respective executors, administrators, successors and assigns of the parties. In the even of your death other incapacity, performance of your obligations hereunder shall be made or arranged for by representative of your estate, except however in the event you have assigned your rights under this contract, said assignee may, for the protection of its interests under said assignment; perform or arrange for the performance of your said obligations hereunder.

Should this contract become subject to any Federal, State or Local Taxation we authorize you to add such tax to the payment as outlined above.

The terms and conditions of this contract consist of those printed or written on the face hereof and on any page attached hereto and signed by both parties, which are all of the agreements and representations as to this contract made by either party hereto.

Digital Contract (Same As Above Plus)

Allison Outdoor Advertising, Inc will strive to provide advertisers with 100% of the time they contract. However due to problems with power interruptions, emergency government warnings (e.g. Amber Alerts) or other unforeseen interruptions, Allison Outdoor Advertising, Inc is guaranteeing copy will be displayed an average of 85.7% of the time contracted. For purpose 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 4 week / and or 30 day contract, the available spots during the entire 4-Week/30 day term of the contract will be calculated at 85.7% of that number will be used as the basis to determine whether a credit is due to the Advertiser. If Allison Outdoor Advertising, Inc has provided 85.7% or greater of available spots, then no credit will be due.