



ADAMS OUTDOOR ADVERTISING OF PEORIA, IL

MEDIA CONTRACT

911 SW Adams Street
Peoria, IL 61602
Tel: 309.692.2482 Fax: 309.692.8452

CONTRACT # _____

ACCOUNT EXECUTIVE _____

DATE _____

ADVERTISER _____ PRODUCT/CATEGORY _____

BILL TO _____

CONTACT NAME _____ TEL _____ E-MAIL _____

Advertiser hereby authorizes Adams Outdoor Advertising ("Adams") to display/locate advertising for Advertiser on the following terms and conditions:

CAMPAIGN TERM: START DATE _____ END DATE: _____

MEDIA TYPE / TACTICS / DESCRIPTION OF SERVICES	START DATE	END DATE	PERIOD TYPE	# OF PERIODS	CAMPAIGN TOTAL

☐ Addendum/Proposal attached and incorporated herein by reference

SPECIAL PROVISIONS:

TOTAL PER PERIOD: \$ _____

TOTAL ADVERTISING RENT: \$ _____

TOTAL PRODUCTION COST: \$ _____

TOTAL ILLUMINATION AMOUNT: \$ _____

OTHER: \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

TERMS: Should credit be approved, Advertiser agrees to pay the full invoiced amount not later than thirty (30) days following the billing date. Any amounts on such a credit agreement that are not timely paid are subject to a late fee of 1.5% per month, which late fee is in addition to any and all other interest, fees, and charges under our Payment Terms. TOTAL CONTRACT AMOUNT QUOTED IS FOR PAYMENT IN CASH OR ITS EQUIVALENT. PAYMENT MADE, IN WHOLE OR IN PART, BY CREDIT CARD SHALL BE SUBJECT TO A 3% SURCHARGE, WHICH AMOUNT IS NOT GREATER THAN OUR COST OF ACCEPTANCE.

ONCE EXECUTED BY ADVERTISER OR ITS REPRESENTATIVE, THIS CONTRACT IS NON-CANCELABLE BY THE ADVERTISER.

ADVERTISER ACKNOWLEDGES AND AGREES THAT ADAMS' STANDARD TERMS AND CONDITIONS (WHICH ARE ATTACHED HERETO) ARE EXPRESSLY INCORPORATED INTO THIS CONTRACT BY REFERENCE.

REPRESENTATIONS: Any person executing this Contract on behalf of the Advertiser warrants that he/she has full authority to do so. Said person accepts full personal liability for all Advertiser's contractual obligations if he/she is not authorized to execute this Contract on behalf of the Advertiser. Adams shall not be bound by this Contract until the same is executed by Adams as evidenced by a signature below.

ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP

By: Adams Outdoor GP, LLC
Its: General Partner

ADVERTISER/CLIENT

AUTHORIZED BY: _____

SIGNATURE OF AUTHORIZED SIGNER

Adams Outdoor Advertising General Manager

DATE

PRINTED NAME OF AUTHORIZED SIGNER

DATE

Internal Use Only ☐ N ☐ R ☐ I ☐ P



ADAMS OUTDOOR ADVERTISING OF PEORIA, IL **MEDIA DISPLAY CONTRACT**

STANDARD TERMS AND CONDITIONS

INTRODUCTION: The terms and conditions set forth below are part of the Contract between you and us. We are an advertising company, we attempted to make it a little more enjoyable to read, and put it in our own voice where we could, but it is a legal document so some of the language is necessarily “legalese.” It describes the services we will provide to you, how we will work together, and other aspects of our business relationship. These terms are so important that we cannot provide our products and services to you unless you agree to them, so please read them carefully. By signing the Contract, you are agreeing to all of these terms and conditions, regardless of whether you have read them.

DEFINITIONS:

“We,” “our,” or “us” means: Adams Outdoor Advertising, and its successors and assigns.

“You” or “your” means: the advertiser and any Advertising Agency, Agent, or buying service named in the Contract.

Message means: the point you are trying to convey to the consumer through words, pictures, and images.

Display means: (1) the sign(s) or technology used for the visual presentation of your message. (2) the actual visual presentation of your message to the consuming public.

ADVERTISING MESSAGE: We need time to display your message. If you are creating and providing the message, you must provide it to us at least 15 days before the Contract start date. If we are creating and providing the message, you must approve one of our proposals at least 15 days before the Contract start date. The Contract start and end date will not change if you fail to meet these deadlines. Because we are members of the communities in which we do business, we have the right, at any time, and even after your message has been displayed, to change, reject, or stop display of your message if we believe the message is unlawful, hurtful, or harmful to you, the community, or us.

INSTALLATION: We intend to display your message on the Contract start date, but things happen that are beyond our control—like that pesky weather. Because of this, if we display your message within 5 working days of the Contract start date, and continue to display your message for at least 25 days for each contracted display period, no credit shall be due. If we fail to meet any of these deadlines or time periods, we will issue you a prorated credit.

PRODUCTION: It costs money for us to produce your message, and those costs are your responsibility. If you are providing the materials to display your message, we need all those materials at least 15 days before the Contract start date (because we need time to display your message, remember?). Again, the Contract start and end date will not change if you fail to meet this deadline.

OWNERSHIP: If we created, produced, or supplied something to you as part of this Contract (even if you paid for it through a third-party), it belongs to us until infinity and beyond. If you created, produced, or supplied something as part of this Contract, it belongs to you until infinity and beyond. We will be honest with you; the purpose of this paragraph is to prevent you from taking what we create, produce, or supply and displaying it with someone else or on your own. You cannot do that. And, all of this applies doubly for any message created, produced, or supplied as part of our online services. If you own the display because of this paragraph, we will hold it for you for up to 7 days, so come get it before then. If we own the display because of this paragraph, or if you do not timely retrieve the display from us, we will do what we please with it—like turn it into an evening gown for a fashion show. Don’t believe us, see <https://jonriley.myportfolio.com/outdoor-is-in> and <https://www.youtube.com/watch?v=4vSSvYFgPjw>

LIMITATION OF LIABILITY: We are relying on you to get your message right; please proofread it carefully. Once you approve the message (in writing or verbally), you assume all liability for any errors, omissions, violations of laws or rules, violations of license or permissions, third-party claims for infringement or damages, etc. related in any way to the message and its display, unless we make an error in producing or displaying it that varies materially from what you approved. You agree to notify us of any material error we made in producing or displaying the message you approved within 36 hours after the message is first displayed. If we do make such an error in producing or displaying the message you approved, and you notify us timely, here is how we will make it right—we will produce and display a corrected message for the balance of the display dates under the Contract, plus a period of time equal to the number of days that the erroneous message was posted. That is it. You agree to this “make right” remedy as your sole remedy against us based on a claim that we made an error in producing or displaying your message that varies materially from what you approved. For any other claim, you agree that our total liability to you is limited to the amount you paid us under this Contract during the 12 months preceding the event giving rise to your claim. Finally, you agree that in no event will we be liable to you for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, and you knowingly and expressly are waiving the right to make any claim against us for any such damages.

CREDIT: Even though we have no obligation under the Contract to offer credits to you, a situation may arise where we both mutually agree that it makes sense for you to receive a credit. Any credit issued will be based on the per period rate under the Contract, prorated daily.

ILLUMINATION: Some of our billboards have lights! Unless the Contract provides otherwise, if you have contracted for multiple displays, we will attempt to allocate your displays among illuminated and non-illuminated locations in rough proportion to the percentage of illuminated/non-illuminated locations for each media type in the relevant market area. When a location has lights, we strive to provide illumination from dusk to midnight, and we charge you more to be lit until dawn, but local governments sometimes restrict our ability to light up your message to certain hours of the night. If one or more of your displays loses illumination due to any temporary condition not covered by the "Disaster Contingency" below, or not caused by local governmental restrictions, we may issue you a credit at a rate of 20% of the per period rate under the Contract, prorated daily.

DISASTER CONTINGENCY: We think God likes billboards (if you do not believe us, watch the movie Oh God Book III!), but natural events beyond our control called "Acts of God" (hurricanes, tornados, windstorm, locust plagues, a zombie apocalypse, end of the world (you get it)—sometimes damage or destroy a billboard or two. If an Act of God should happen to one or more of your messages, or if we remove your message in advance of a forecasted Act of God, and the display is interrupted for a period of more than 5 days, then, at our discretion, we may provide you with an extension of the display period for the interrupted message equal to the period of time the message was not displayed. So, if a horde of rowdy zombies tears down a billboard displaying your message, and we do not fix that billboard for 10 days, we may extend your display period for 10 days. We do reserve, however, the right to move your message to a new display location of similar market value, and out of the way of any lingering zombies. In any event, an Act of God is not a breach of Contract by us (and does not terminate the Contract); we did not do it, God did.

OTHER CONTINGENCIES/LOSS OF DISPLAY LOCATION: Other things happen: strikes; shortages of labor or materials; changes in laws, rules, regulations, or ordinances; expiration or termination of our lease rights for a location; the Cubs winning the World Series; etc. If any of these other contingencies causes an interruption in the display of your message, or a complete loss of a display location for any reason, you agree the same is not a breach of Contract by us, and that the Contract does not terminate. Contingencies of this type entitle you to an extension of your display period for the interrupted message equal to the period of time the message was not displayed. In the event of a complete loss of a display location, we will move your message to a new display location of similar market value in addition to extending your display period as we just said we would.

DIGITAL DISPLAYS: Here is something you may not know about us. As members of the communities in which we operate, digital displays allow us to partner with the FBI (and other members of federal, state, and local law enforcement) and emergency services providers to display real-time information about national, regional, or local emergencies, or to display other messages concerning public safety and welfare. In fact, the FBI reports that as of 2018, it has resolved 57 cases due to tips prompted by digital billboard publicity. Because the partnership is so successful, we need to reserve up to 10% of our digital display time for it. That means we can only promise to display your digital message 90% of the contracted for display time per period. Sometimes we have the opportunity to convert an existing display location to a digital display location. If we take advantage of such an opportunity where your static message is currently displayed, we will give you 14 days' notice prior to the conversion and give you the first option to continue your message on the new digital display at prevailing market rates. If you do not exercise that option, and your Contract has not expired, then the Loss of Display Location rules apply.

EMBELLISHMENTS (otherwise known as the part of the message extending out of the top, sides, or bottom of the billboard): Unless we agree otherwise, in writing, we own all embellishments.

PAYMENT TERMS: We should not have to remind you, but yes, you have to pay us the amount stated in the Contract on the terms stated in the Contract. Those general terms are as follows: the contracted payment amount is due within 30 days of the date of any invoice we provide to you, unless we agree to different payment terms in writing. If you do not pay us any amounts due under the Contract when you said you would, the following unpleasant things will happen: (a) you will owe us the full Contract amount immediately; (b) any past due amounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less; (c) we can, at our choosing, refer your account and this Contract for collection, if we do that, then you shall also pay all collection costs we incur, including attorney fees and court costs; and (d) we can, at our choosing, terminate the Contract (except for your payment obligations thereunder) and remove your messages from the contracted display locations and re-lease those display locations to other advertisers, without offsetting any amounts you owe to us. Some final legalese here: TOTAL CONTRACT AMOUNT QUOTED IS FOR PAYMENT IN CASH OR ITS EQUIVALENT. PAYMENT MADE, IN WHOLE OR IN PART, BY CREDIT CARD SHALL BE SUBJECT TO A THREE PERCENT (3%) SURCHARGE, WHICH AMOUNT IS NOT GREATER THAN OUR COST OF ACCEPTANCE.

ASSIGNMENT: We contracted to do business with you, not with someone else; therefore, you may not assign this Contract, in whole or in part, without our prior written consent. We may assign this Contract, in whole or in part, in our sole discretion.

TRANSPARENCY: If you are an Advertising Agency, you agree to provide your client with the actual rates we are charging you under this Contract. This transparency is important to us when it comes to our reputation and goodwill in our business.

INTEGRATION: WE ARE NOT BOUND BY ANY STIPULATION, REPRESENTATION OR AGREEMENT, VERBAL OR OTHERWISE, WHICH ARE NOT PRINTED OR WRITTEN IN THIS CONTRACT. THIS CONTRACT REPRESENTS A COMPLETE INTEGRATION OF ALL PRIOR NEGOTIATIONS. ANY MODIFICATION OF THIS CONTRACT SHALL BE IN WRITING IN ORDER TO BE ENFORCEABLE.



ADAMS OUTDOOR ADVERTISING OF PEORIA, IL **MEDIA DISPLAY CONTRACT**

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO OUR ONLINE SERVICES

INTRODUCTION: All of the Standard Terms and Conditions set forth above apply to our online services, but there are additional Terms and Conditions that only apply to our online services. They are set forth below.

SEARCH ENGINE OPTIMIZATION (SEO): Contracts with an online SEO component are for 12 months, beginning on the Go Live date. You cannot terminate the Contract during this 12 month period. In addition to the reasons we may terminate the Contract (as set forth above), we may also terminate the Contract: (a) if you fail to provide us with SEO content within 45 days of Final Keyword/Key Phrase Approval; (b) if you fail to provide timely Go Live date approval; or (c) if you fail to provide us with full FTP access to your website(s).

ONLINE SEO/DISPLAY OBLIGATIONS: As you techies know, the right keywords and key phrases are what people using Google and other search engines used to find you and your services through the Internet. Although we will assist you in this process, final selection and approval of the keywords and key phrases will be your responsibility (because who knows your business better than you do!). If you request that we do so, we will reasonably assist (meaning we will not redo your entire website) you with modifying the content of your website to incorporate the keywords or key phrases exactly as they appear in the Final Keyword/Key Phrase Approval. We will not perform any "black hat" actions, as determined/defined by current industry standards (actions that are considered within the industry to be misleading, unfair, deceptive or otherwise unacceptable). Once a month, we will manually check the page ranking for each of your keywords or key phrases. Our search engine methods may add keywords to the body of your website page(s); this may change the way text on your webpage(s) reads. You must place any site re-targeting pixel on your website(s); we are not responsible for placing these pixels or for pixels that are not placed correctly (frankly, some of us do not know what these "pixels" are). WE DO NOT, AND CANNOT, GUARANTEE YOU ANY VOLUME OF WEBSITE TRAFFIC, OR ANY NUMBER OF LEADS OR PHONE CALLS. When applicable, we will implement Third Party Ad Server tags so that they are functional in all aspects.

ONLINE SEO PHASES: You must appoint one internal contact person (the "Contact," and please do not give us Kevin from accounting, we do not want to talk to him either), who will serve as the final decision maker, and be authorized to provide timely approval, in writing (e-mail acceptable), for all required sign-off stages. Your Contact must be available for consultation with us, as needed, during normal business hours. The sign-off-stages are: (a) Final Keyword/Key Phrase Approval - your Contact must approve all keywords and key phrases in the proposal within 10 business days of the execution of the Contract; (b) Keyword/ Key Phrase Integrated Content - your Contact must provide us with content integrating the final approved Final Keyword/Key Phrases (the "SEO Content") for your website(s) within 45 days of Final Keyword/Key Phrase Approval; and (c) "Go Live" Date - the date we upload and/or populate your approved website/web page(s) with the approved SEO Content.

ONLINE SEO EXCLUSIONS: We will not employ the use of Google, Yahoo, or other third party pay-per-click campaigns or services without your Contact approving the same in writing. If you want to utilize any pay-per-click service(s) offered by third parties, you are solely responsible for the costs associated with such service(s), as assessed by the third party provider(s). We make no warranty or representations regarding the price or performance of such third party service(s).