



Digital Billboard Agreement

_____ (Advertiser) hereby agrees to pay **Liberty Chamber** for the digital outdoor advertising display(s) described below upon the terms and conditions set forth in this Agreement for a period of _____,

Start Date: _____ End Date: _____

Location: I-35, 1M South of Liberty, FN (Digital Billboard) Daily Impressions: _____

Cost/Month: _____

Advertiser: _____

Product/Service: _____

Artwork shall be delivered to the Chamber at least five (5) days prior to the estimated completion date. Failure to deliver artwork shall not defer liability hereunder as of the commencement date.

Cost per month covers copy area space rental only. A spec sheet is provided with this agreement. If you need assistance with artwork, we can design it for \$125 per ad.

Liberty Chamber agrees to perform the service provided herein and (Advertiser) or (Agency) agrees to pay the total sum of this Agreement in the **amount** of _____ at the monthly cost indicated herein, and any additional costs for design.

If this Agreement is made by an agency, Agency warrants and represents that it is authorized to enter into this Agreement as the agent of the Advertiser and that Agency and Advertiser are jointly and severally liable for the payment of all amounts due under this Agreement.

This Agreement consists of this page and the terms and conditions set forth on the back hereof and is subject to the approval of the president of **Liberty Chamber**.

Advertiser: _____ Date: _____
(Name and Title)

Agency: By _____

Address: _____

Approved: **Liberty Chamber**

_____ Date: _____

TERMS

1. Artwork shall be acceptable for reproduction and shall be delivered to the Chamber on or before the date specified herein. Artwork shall be scaled or properly proportioned mechanical, original illustration, or other color reproduction of comparable quality. Color transparencies shall not be deemed acceptable artwork.

2. Billing will commence on the date of completion of installation and will be made every thirty (30) days thereafter. All billings and adjustments shall be computed based on thirty (30) days to the month. Billings are due and payable upon receipt and all terms are net cash. Any billing not paid within thirty (30) days is delinquent and a delinquency charge may be imposed. In the event of default in payment, Liberty Chamber may terminate this Agreement. Upon such termination, the Advertiser/Agency shall remain liable for the monthly cost until the display is resold. If legal action becomes necessary for the recovery of any amount due to the Liberty Chamber, the Chamber shall be entitled to recover court costs and reasonable attorney's fees. The principal(s) of the Advertiser are personally liable for the conditions of this agreement. This agreement shall continue at the same terms and conditions on a month-to-month basis upon its completion unless notice is given by the Advertiser/Agency.

3. A delay or failure by the Liberty Chamber to perform by reason of labor disputes, governmental action, or order, including the enforcement of any law, ordinance, or regulation, act of God, including weather conditions, or other similar cause beyond the Chamber's reasonable control, shall not constitute a breach of this Agreement, and liability under this condition shall be limited to (a) extension of the term of this Agreement for a sufficient period to provide service equivalent in value to the value of lost service or (b) termination of this Agreement and refund of all amounts paid to the Liberty Chamber for service not provided due to this condition, at the option of the Chamber. All complaints regarding service must be made in writing within five (5) days from the time of observance of the condition or event to which the complaint refers.

4. In the event the location specified in the Agreement becomes unavailable due to loss of the structure, loss of lease, lease restrictions, governmental action, or similar cause beyond the Liberty Chamber's reasonable control, the Chamber shall offer a location of equivalent advertising value in accordance with their prices and classifications, and the term of this Agreement shall be extended for a period equal to the time during which advertising value/service may have been disrupted.

5. Advertiser/Agency agrees to indemnify and hold Liberty Chamber harmless from and against all loss, liability, claims, demands, costs and expenses (including attorney's fees) arising out of displayed copy. This Agreement shall be binding upon any successor in interest or assignee of Advertiser. This Agreement may be amended only by an instrument in writing signed by the parties.

We have read and understand this agreement: Initials: _____ Date: _____