



**ADAMS OUTDOOR ADVERTISING OF LANSING, MI
MEDIA DISPLAY CONTRACT**

TERMS AND CONDITIONS

COPY APPROVAL: If an advertising message is to be suggested by ADAMS, Advertiser shall not withhold, or delay, acceptance and approval unreasonably. If Advertiser rejects the advertising message suggested by ADAMS, Advertiser shall furnish Advertiser's own message at least thirty (30) days before the scheduled display date(s). Regardless of which party ultimately provides the advertising production, the start date(s) reflected on the face of this contract shall be considered immutable, and billing will commence on the contracted start date. Copy approval for digital display advertising, or Advertiser's own message if Advertiser is providing, must be received by ADAMS at least seven (7) days prior to the scheduled display date.

PRODUCTION: All production costs for display materials shall be paid by the advertiser. If the Advertiser/Client is to provide display materials, said materials must be received by ADAMS no less than seven (7) days prior to the scheduled start date. Further, if the Advertiser/Client is tardy or negligent in the delivery of completed display materials, the space in question will go into billing on the scheduled display date(s). In that event, the Advertiser/Client will be obligated to pay the invoices from that billing date. All creative concepts designed by ADAMS and any/all subsequent materials produced incorporating those concepts, including but not limited to vinyls and electronic formats, shall be and will remain the property of ADAMS. Further, any production materials, including but not limited to vinyls and electronic formats, conveyed or provided to ADAMS by an Advertiser or an independent third party shall be and will remain the property of ADAMS. Said production and creative materials will be discarded within seven (7) days of the end date of this Contract.

CREDIT: It is agreed that no claim resulting from failure of ADAMS to properly execute the display shall be valid unless reported to ADAMS promptly on discovery by Advertiser. Credit for total loss of service to Advertiser will be based on the "per period" rate herein set forth prorated on a daily basis for such period of time as there shall be a total loss of service. Unless otherwise stipulated, contracts for multiple faces will be scheduled with an allocation of illuminated and non-illuminated faces in a proportion consistent with the percentage of illuminated/non-illuminated faces for each media type existing in the market at the time of contracting. Illumination will be provided on a schedule determined by ADAMS based on local and seasonal conditions. Credit for loss of illumination due to any temporary condition not covered by the "Disaster Contingency" below will be given at a rate of twenty percent (20%) of the "per period" rate for any given face, pro-rated on a daily basis for the period of documented loss of illumination and ADAMS receipt of written notification thereof.

DISASTER CONTINGENCY: Should the display of an Advertiser's advertising message be interrupted for more than five (5) days due to natural events beyond the control of ADAMS (e.g., hurricane, tornado, wind storm, fire, earthquake, or similar Act of God), ADAMS will at its discretion provide as sole remedy for such interruption an extension of the contracted display period equal to the period of time in which the advertising was not displayed. In the case of a scheduling conflict for such extension, ADAMS reserves the right to provide at its discretion the extended advertising period on an available display unit of similar market value. Further, ADAMS may remove advertising displays in advance of a forecast severe weather event if such removal may result in minimizing potential damage to the structure. In such cases, should the interruption of the display exceed five (5) days, ADAMS will at its discretion provide an extension to the contracted advertising period as outlined above.

CONTINGENCIES: If by reason of strikes, concerted action by employees or labor organizations, shortages of labor or other materials, present or future governmental laws, ordinances, rules or regulations, expiration or other termination of ADAMS lease of any of the space(s) contracted for, or for any other reason whatsoever ADAMS shall be delayed or unable to post and maintain any of the space(s) covered hereby, such shall not constitute a breach of this Contract, and this Contract shall not terminate either in whole or as to any part, but ADAMS shall allow Advertiser credit at the rate for such space shown on the face hereof for the period during which services shall not be furnished or shall be discontinued or suspended. Such a credit shall be the exclusive remedy for ADAMS failure to perform any obligation under this Contract, and in no event shall ADAMS be liable for any consequential damages. Digital Media: ADAMS warrants that all scheduled digital advertising will display at least ninety percent (90%) of the contracted cumulative display time per each twenty-eight (28) day advertising period. Further, in the event of national, regional or local emergencies, advertising time may be interrupted to disseminate messages concerning public safety and welfare.

COPY: ADAMS reserves the right at any time, either before or after advertising is displayed, to censor, reject or withdraw any advertising message under this Contract if ADAMS believes, in good faith, the advertising message is unlawful or detrimental to the image of the Advertiser or ADAMS in the community.

EMBELLISHMENTS: The useful life of embellishments (cut-outs, pop-ups and extensions) is guaranteed for one year. All embellishments will remain the property of ADAMS.

TERMS: Advertiser agrees to pay all installments as and when due, and in the event of a default to make any required payment, the full contract price should then become payable to Adams Outdoor. All accounts payable under the stipulations of this Contract are payable net cash, thirty (30) days after invoice date. In the event that payment per the terms of this Contract becomes delinquent and it becomes necessary, at the sole discretion of ADAMS, to convey the collections of amounts due to a collections specialist, all fees charged by said specialist shall be borne by the advertising agency or client.

AGENCY LIABILITY: In the event this Contract is signed by an Advertising Agency, both the Advertising Agency and its principal shall be jointly and severally liable hereunder for all terms and conditions, including payment.

LOSS OF LOCATION: Any specific display locations indicated in this contract are subject to the terms of the lease agreements between ADAMS and its lessors. If any location becomes unavailable for use by ADAMS in its display inventory, whether by cancellation of lease or any other means, ADAMS will provide an alternate similar location, if available. In such an event, any advertising time lost during the relocation of the advertising copy will be added to the contracted display period. In the event that ADAMS, in its sole discretion, determines to convert any display which is the subject of this Contract to enhanced technological capabilities, ADAMS shall give sixty (60) days notice of such conversion to the Advertiser/Client, who shall then have the first option to enter into a new Contract for space on the enhanced display at the prevailing market rates.

ASSIGNMENT: Advertiser may not assign or subcontract this Contract, in whole or in part, without the prior written consent of ADAMS, which shall not be unreasonably withheld. ADAMS may assign this Contract, in whole or in part, in its sole discretion.

TERMINATION: In the event of any proceedings brought by or against Advertiser, whether or not voluntary, in bankruptcy or insolvency, or in the event of an appointment of a receiver or of an assignee for the benefit of creditors, ADAMS shall be entitled to cancel any unfilled portion of this Contract.

TRANSPARENCY: If this Contract is executed by an Advertising Agency on behalf of the Advertiser, Advertising Agency agrees to provide Advertiser full disclosure of the net rates charged by ADAMS under this Contract. Advertising Agency acknowledges that transparency is important to ADAMS' reputation and goodwill in its business and agrees that the failure to provide such disclosure will cause irreparable damage to ADAMS.

INTEGRATION: IT IS EXPRESSLY AGREED THAT ADAMS IS NOT BOUND BY ANY STIPULATION, REPRESENTATION OR AGREEMENTS, VERBAL OR OTHERWISE, WHICH ARE NOT PRINTED OR WRITTEN IN THIS CONTRACT, AND THAT THIS CONTRACT REPRESENTS A COMPLETE INTEGRATION OF ALL PRIOR NEGOTIATIONS, AND THAT ANY MODIFICATION OF THIS CONTRACT SHALL BE IN WRITING.

Client Initials: MSH

Date: 1/13/2017