

# DIGITAL BILLBOARD RENTAL AGREEMENT

RAYMARK COMPANY, LLC  
1206 STEWART DR.  
PULASKI, TN 38478  
931-205-0447  
MARK S. MILES

BILLBOARD LOCATION: \_\_\_\_\_  
BILLBOARD SIZE: \_\_\_\_\_

## ADVERTISER:

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

CELL: \_\_\_\_\_

## BILLBOARD RENTAL RATES:

DURATION: \_\_\_\_\_

START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

RATE: \_\_\_\_\_

SPECIAL CONSIDERATIONS: \_\_\_\_\_  
\_\_\_\_\_

ARTWORK: \_\_\_\_\_

RSS FEED: \_\_\_\_\_

"EXCLUSIVE" CATEGORY: \_\_\_\_\_

ROTATION GUARANTEE: \_\_\_\_\_

OTHER: \_\_\_\_\_

## TERMS & CONDITIONS:

**PAYMENTS**: PAYMENT WILL BE DUE UP FRONT BEFORE ADVERTISEMENT WILL BE SCHEDULED TO RUN. FOR CONTRACTS LONGER THAN 4 WEEKS, A MONTHLY BILLING CYCLE CAN BE USED WITH PAYMENT DUE AT THE FIRST OF THE NEXT SCHEDULED RUN. IF PAYMENT IS NOT RECEIVED ON THE DUE DATE THEN THE AD WILL NOT RUN AND IT COULD BE REPLACED WITH THE NEXT AVAILABLE OR WAITING CUSTOMER.

**SERVICE INTERRUPTIONS**: IN THE EVENT THE BILLBOARD CANNOT SERVICE THE CONTRACT DUE TO POWER OUTAGES CAUSED BY WEATHER OR OTHER NON-CONTROLLABLE "NATURAL" ACTS, THERE WILL BE A GRACE PERIOD OF 60 MINUTES TO RESTORE THE POWER FAILURE. AFTER THIS GRACE PERIOD THE CONTRACT RATES WILL BE PRORATED & A CREDIT GIVEN IN THE AMOUNT EQUAL TO THE TIME OF POWER LOSS BEYOND THE 60 MINUTE GRACE PERIOD. ANY LOST ADVERTISING TIME LOST DUE TO MALFUNCTIONS IN THE BILLBOARD EQUIPMENT, A CREDIT WILL BE GIVEN WITHOUT A GRACE PERIOD EQUAL TO THE TOTAL TIME LOST TO REPAIR.

**CALCULATIONS OF RATES**: ALL RENTAL RATES WILL BE CALCULATED BY USING A 7 DAY "WEEKLY" INTERVAL. THE BILLING CYCLE WILL BEGIN ON THE DAY THE AD STARTS. IF THE CONTRACT IS LONGER THAN 7 DAYS THEN THE PAYMENT FOR THE NEXT RUN DURATION WILL BE DUE ON OR BEFORE THE EIGHTH DAY OR THE BEGINNING OF THE NEXT CONTRACTED UNPAID AD ROTATION. ALL PAYMENTS ARE DUE UP FRONT BEFORE AD IS SCHEDULED TO RUN.

**REJECTIONS , WARRANTS, GUARANTEES & APPROVALS:** THE CUSTOMER/ADVERTISER WARRANTS THAT ALL APPROVED DESIGNS, ARTWORK, OR ADVERTISEMENTS DO NOT INFRINGE UPON ANY TRADEMARKS OR COPYRIGHTS EITHER STATE, FEDERAL, OR LOCAL. THE CUSTOMER/ADVERTISER AGREES TO HOLD, DEFEND, & INDEMNIFY RAYMARK COMPANY, LLC & ITS ASSOCIATES, FREE & HARMLESS FROM ANY AND ALL LOSSES, LIABILITY, CLAIMS, AND DEMANDS, INCLUDING ATTORNEY’S FEES OR OTHER FEES, ANY SUITS THAT ARISE FROM ANY ADVERTISEMENT PLACED ON BILLBOARD OR ANY VERBAL AD CONTENT OR SUBJECT MATTER INCLUDING PARTIAL CONTENTS OF ADS OR COPY DISPLAYED ON BOARD IN PURSUANT OF THIS CONTRACT. **\*RAYMARK COMPANY, LLC** WILL RESERVE THE RIGHT TO REJECT OR WITHDRAW ANY AD OR COPY EITHER BEFORE OR AFTER POSTING TO BILLBOARD. RAYMARK COMPANY, LLC WILL ALSO RESERVE THE RIGHT TO TERMINATE ANY CONTRACT AT ANY TIME FOR ANY REASON. Any pre-payments will be returned in the event of a contract termination. **\*IN THE EVENT** A CUSTOMER/ADVERTISER WANTS TO TERMINATE A CONTRACT, THEN THEY MAY DO SO, BUT DEPENDING ON THE CONTRACT RATE AND/OR THE DISCOUNTED RATE FOR EXTENDED CONTRACTS, THERE COULD BE PENALTIES EQUAL TO THE DISCOUNTED AMOUNT VS. THE USED UP DURATION OF THE ORIGINAL CONTRACT. **\*GUARANTEES:** RAYMARK COMPANY, LLC **DOES NOT** GUARANTEE THE AMOUNT OF “IMAGES” OR THE NUMBER OF “SPOTS” DURING ANY GIVEN 24 HOURS. GENERALLY A “SPOT” WITHIN A ROTATION WILL GENERATE APPROX. 900 “IMAGES” PER 24 HOURS AND RAYMARK COMPANY, LLC WILL STRIVE TO MEET THIS GOAL. BUT DURING SEASONAL PEEKS AND DEMANDS, A CUSTOMER MAY EXPERIENCE MORE OR LESS THAN 900 IMAGES PER 24 HOURS. CUSTOMERS WILL BE ABLE TO RECEIVE PERFORMANCE REPORTS GENERATED BY THE BILLBOARDS ELECTRONICS.

**ARTWORK, SCHEDULING & ROTATIONS:** GENERALLY THE CUSTOMER IS EXPECTED TO PROVIDE ARTWORK. RAYMARK COMPANY, LLC CAN PROVIDE ARTWORK FOR THE CUSTOMER FOR A NOMINAL FEE. DEPENDING UPON THE DIFFICULTY OF THE ART, BASIC BLOCK LETTERS & WORDS OR DIGITAL PICTURES CAN BE USED WITH NO ARTWORK FEE. CUSTOMERS WILL HAVE THE OPPORTUNITY TO USE THE PROVIDED WEB-SITE TO DOWNLOAD ADVERTISEMENTS & SCHEDULE AD ROTATIONS THEMSELVES AND ARE ENCOURAGED TO MAKE THE COPY CHANGES. IN THE EVENT THE CUSTOMER CHOOSES NOT TO USE THE WEB-SITE THE RAYMARK COMPANY, LLC WILL PROVIDE THIS SERVICE FOR THEM AT NO EXTRA CHARGES DEPENDING ON THE NEEDED REOCCURANCE OF CHANGES.

***BY SIGNING THIS AGREEMENT, THE CUSTOMER/ADVERTISER IS STATING THAT THEY ARE AUTHORIZED TO EXECUTE THE CONTRACT IN ITS FULL ENTIRETY. THE ADVERTISER AUTHORIZES & INSTRUCTS RAYMARK COMPANY, LLC TO PROCEED WITH THE ABOVE TERMS OF THE CONTRACT & AGREES TO PAY THE FEES DESCRIBED IN THE TERMS.***

***BY SIGNING BELOW, THIS BECOMES A BINDING CONTRACT TO BE ARBITRATED IF NEED BE, IN THE STATE OF TENNESSEE COURT OF LAW.***

\_\_\_\_\_  
CUSTOMER/ADVERTISER SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MARK S. MILES  
RAYMARK COMPANY, LLC