



# Outdoor Advertising Agreement

82 John Street  
Westminster, MD 21158  
410-876-6800  
1-866-TEVIS-OIL  
www.tevisoil.com

**Authorization:** The Undersigned, \_\_\_\_\_, (hereinafter called the “ADVERTISER”) does hereby contract with and authorizes S.H. Tevis and Son of Westminster, MD (hereinafter called the “COMPANY”) to maintain the following:

Location of Display	Advertising Period	Monthly / Total Advertising Fee
	Start End <input type="checkbox"/> Renewal	\$ per month \$ installation \$ total Design and printing of billboard artwork is at Advertiser’s cost.

**1. DISPLAY PERIOD:**

Advertiser understands that the above display panel has been reserved for their exclusive use. Each display panel will be maintained for a period of \_\_\_\_\_ months starting on \_\_\_\_\_ (“COMMENCEMENT DATE”) and ending \_\_\_\_\_ (“END DATE”).

**2. ADVERTISING FEES:** The Advertiser agrees to pay the sum of \$\_\_\_\_\_ in equal monthly payments of \$\_\_\_\_\_. **Please note, this fee does not include design, printing, nor installation of the Advertisers billboard artwork.**

- a. A non-refundable deposit of \$\_\_\_\_\_ (“INITIAL DEPOSIT”) is required to reserve the aforementioned display panel, and is due at the signing of this contract. This deposit will be applied to the \_\_\_\_\_ month’s advertising fee. All other payments are due each advertising month, as invoiced.
- b. Applicable production and installation fees will be invoiced to Advertiser by Company, and are due upon receipt of invoice.
- c. Advertiser agrees to allow Company to run a credit check to determine Advertiser’s credit-worthiness. Should Advertiser not meet Company’s minimum credit criteria:
  - i. Company may request a larger deposit, not to exceed the Total Advertising Fee of \$\_\_\_\_\_ (“REVISED DEPOSIT”).
  - ii. Advertiser may:
    - 1. Remit revised deposit amount within 15 business days of insufficient credit notification. (See 2.b.i. above.)
    - 2. Terminate this contract upon notification of insufficient credit, in which case the Advertiser’s initial deposit will be refunded within 10 business days. (Contract termination due to insufficient credit is the only circumstance under which the initial deposit will be refunded to the Advertiser.)
- d. In the event the Advertiser fails to pay any amounts due within 30 days from date of invoice, a finance charge of 1.5% per month (being an annual percentage rate of 18%) will be applied until payment is made.
- e. If after forty-five (45) days, sums due under this contract are not paid,
  - i. The Company reserves the right to discontinue rights under this contract, and resell the contracted display panel(s).
  - ii. The Advertiser remains responsible for the above contracted advertising fees until another advertiser enters into an advertising contract for the advertising display panel(s) identified above.

- iii. In the event any legal action is required to collect sums due under this contract Advertiser agrees to pay all reasonable attorneys' fees and court costs necessary to affect such collection.

### **3. RENEWAL / TERMINATION:**

- a. Advertiser may have the option of renewing their advertising contract if they have fully met their contract obligations, including timely payment of all advertising fees. (While renewals are not guaranteed, it is the Company's general intent to give Advertiser the "right of first refusal" on contracted advertising space.)
- b. If the above advertising location is available to Advertiser for renewal, Company will disclose all terms and fees for renewal in a written contract, by \_\_\_\_).
- c. Advertiser shall notify Company of their intention to renew their contract by signing and returning their renewal contract by \_\_\_\_\_. Advertiser's failure to renew by this date could result in Advertiser's loss of advertising location.
- d. Should this contract be terminated by either Advertiser or Company before its end date,
  - i. Advertiser will continue to be invoiced for their remaining monthly advertising fees until a new advertiser's artwork is installed at the contract location.
  - ii. Upon Advertiser's notice to Company of contract termination, Company will seek a replacement advertiser for contract location.
- e. For 12 month contracts: Should Advertiser cancel this contract after the sixth advertising month, any additional installation fees incurred for the current advertising period shall be reimbursed to Company by Advertiser.

### **4. COMPANY'S RESPONSIBILITIES:**

- a. Display will be lit from dusk to dawn during the term of the contract. In the event of failure to provide illumination, the Advertiser will be allowed an electrical allowance as determined by the Company.
- b. (If applicable) Trivision apparatus will be kept in good working condition, such that all display faces included in this contract are visible for a minimum of 10-11 seconds per rotation.
  - i. Should mechanical failure of the trivision apparatus cause the Advertiser's display panel(s) not to be displayed, the Company shall act in good faith to bring apparatus back into working condition as quickly as possible; and
  - ii. Company shall credit pro-rata advertising fees back to the Advertiser, until the trivision apparatus displays the Advertiser's display panel(s) for the minimum 10-11 seconds per rotation
  - iii. The Company's financial liability for mechanical failure shall be limited to the Advertiser's pro-rata advertising fee for the period of inoperability.
  - iv. The Company shall be harmless for any loss of Advertiser revenue, which may be associated with billboard inoperability.
- c. If during the life of this contract, any state, federal or municipal taxes are imposed on outdoor advertising, the Advertiser agrees to reimburse the Company, the amount prorata to this contract or have the option to cancel the contract.
- d. The Company shall not be responsible for any failure or delay in the performance of undertakings hereunder when due to fire, governmental restrictions, strikes, lockouts, acts of God, or any other act or thing beyond its control.
- e. The Company shall not be responsible for any damage to Advertiser's artwork caused by wind, sun, or other conditions or events outside of the Company's control.

5. **ARTWORK:**

- a. **Design:** Artwork design is the Advertiser’s responsibility.
- b. **Printing:** Printing of billboard artwork is the Advertiser’s responsibility. Advertiser shall supply finished and printed vinyl or paper artwork that meets the display specifications for their contracted panel:

Contracted Panel	Panel #	Location	Image Size	Finishing Specs
<input type="checkbox"/>	001	Intersection MD-97 (s/b) East Main St, Westminster, MD	12’3” x 24’6”	Standard bleed, pockets & laps
<input type="checkbox"/>	002	Intersection MD-97 (n/b) East Main St, Westminster, MD	12’3” x 24’6”	Standard bleed, pockets & laps
<input type="checkbox"/>	003	Intersection MD-140 (w/b) Suffolk Rd, Finksburg, MD	10’5” x 22’6”	Use 3M adhesive
<input type="checkbox"/>	004	Intersection MD-140 (e/b) Suffolk Rd, Finksburg, MD	12’ x 24’	Standard bleed, pockets & laps

- c. Advertiser may select any large format printer to produce their finished artwork. Company recommends the following large format printer: Formetco, 2963 Pleasant Hill Rd, Duluth, GA 300096-3808; 1-800-367-6382
- d. Company reserves the right to reject any artwork, including copy, not in good taste, or which it deems otherwise objectionable.

6. **INSTALLATION:**

- a. Advertiser shall send finished artwork to Company-approved installer:

Tom Lavin, Lavin Sign Company (Installation contractor name)

303 Coldstream Close, Westminster, MD 21158 (Contractor shipping address)

- b. Two (2) days leeway shall be granted either before or after the commencement and/or end date without financial penalty to the Advertiser or Company. While every effort will be made to install Advertiser’s artwork on the commencement date, this 2-day grace period may be invoked to accommodate the installer’s schedule and weather conditions.
  - c. Advertiser to notify Company 30 days in advance of any artwork changes, so that installation can be scheduled.
7. This agreement shall be binding upon the personal representatives, heirs, successors, and/or assigns of the parties hereto.
8. It is expressly understood that the Company is not bound by any stipulations, representations or agreements not embodied in this contract.

**9. ACCEPTANCE**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Advertiser Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Advertiser Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Federal Tax #: \_\_\_\_\_

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Stanley Tevis, III  
President / CEO, S.H. Tevis & Son

PO Box 26  
Westminster, MD 21158  
410-876-6800  
Fax: 410-848-8739  
Email: info@tevisoil.com

**FOR OFFICE USE:**

Tevis account #: \_\_\_\_\_

Payment method:

- EFT
- Automatic Credit Card
- Other \_\_\_\_\_