

November 8, 2013

CONTRACT FOR OUTDOOR BULLETIN ADVERTISING

CONTRACT	ED BY AGE	NCY ON	BEHALI	OF A	VERTIS	ER:			cor	NTRACTED DIRE	CTLY	BY ADVERTI	SER:	
CUSTOMER#					<u>IN</u>	VOICE		СГ	USTOMER#				Ĩ	INVOICE
NAME								N/	AME	Frankfort Squ	uare	Park Distri	ct	
ADDRESS								ΑE	DDRESS	7540 W. Brae	mer	Avenue		
CITY/STATE/ZIP								CI	ITY/STATE/ZIP	Frankfort, IL	6042	23		
CONTACT								CC	ONTACT	James Randall				
EMAIL ADDRESS							EMAIL ADDRESS jrandall@fspo			i.org				
PHONE #	FAX#							PH	HONE #	815-469-3524 FAX #				
P.O. #	[2223]						P.O. #							
ADVRTSR / PROD									PRODUCT NAME Frankfort Square Links					
Market Name / L	_ocation			Of		No. Of		In	k	Face Rate	Rate Per 4-Week Period			Contract
		Y/N	Times Paint Post		Bulletins Rotate Perm		4-We Perio						1	Total
Chicago- #3252			7 4	. 00.	Roade	1	5		10.6 x 36	\$ 1,575.00	\$	1,575.00	\$	7,875.00
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Display Comme	nces:		5/5	/2014			Space	e A	mount		\$	1,575.00	\$	7,875.00
		itional					Production Charges				$\overline{}$		1	
Special Instructions/ Additional Charges: This contract is non-cancellable and production is separate.							Extension Charges						1	
тнів сопитаст із пон-сапсенавле апо ргодисцої із верагате.							Extended Illumination				\vdash		+	
							TOTAL INVOICE AMOUNT				\$	1,575.00	\$	7,875.00
Agency/Advertiser here	by contracts for	r the outdo	or adverti	sing serv	ices descr	ibed abov	e upon th	he te	erms set forth above /	AND ON PAGE 2 OF	2, wh	ich Agency/Adve	rtiser h	ereby
acknowledges and conf are subject to the terms	irms receipt of I	by executi	ng in the s	space pro	vided belo intract mu:	w. Contra	cts trans	mitte h Ac	ed to Clear Channel (gency or Advertiser a	Outdoor via fax mach nd CCO to be effecti	ines aı ve.	re to be treated a	s origin	al contracts and
Agency:	una conditions	on the se	oona pag	o, This oc	miraot ma	at Do orgin			dvertiser:					
26 37 3								e:	ianatura:					
Signature: Name:	Date						Signature: Name:				Date			
Clear Channel Outd	loor, Inc.													
Signature:								Na	ame:				Da	te
FOR INTERNAL	USE:	Contra	act No.							ile Name				
	7.				ame / N	lo.		4	Selling Bran	ch Address				
	New x Gavin Coll							CCO CHI						
Renewal ccochi1gsc														
т	akeover													
Product / Clas	s Numbei	r:							Market Type	GENERAL				



CONTRACT FOR OUTDOOR BULLETIN ADVERTISING STANDARD TERMS

1.0 Relationship of Parties

- 1.1 Agency represents that it has the authority to act and is acting as agent for a disclosed principal, the advertiser named on the face hereof ("Advertiser").
 (a) If Agency has signed, Agency will be liable for the payment of sums due hereunder and Company
- will look solely to Agency for the payment thereof, unless and until Agency becomes delinquent in its payments to Company, or insolvent, at which time, without relieving the Agency of liability until Company is paid in full, Advertiser will be liable jointly and severally to Company on all unpaid billings,
- (b) Nothing herein contained relating to the payment of billings by Agency will be construed so as to relieve Advertiser of, or diminish Advertiser's liability for, breach of its obligations hereunder, 1,2 If this contract is with a media buying service, all references herein to "Agency" will apply to the
- media buying service. If this contract is made directly with Advertiser, reference herein to "Agen apply to Advertiser.
- 1.3 Agency may not assign this contract except to another Agency which succeeds to its business of representing Advertiser and provided the successor Agency assumes all Agency's obligations hereunder, Advertiser may, upon notice to Company, change its Agency. Advertiser may not assign this contract.
- Delivery of Artwork and Production Materials.
 As provided below, Agency will deliver to Company Acceptable Materials in sufficient quantity for proper execution of display(s).
- proper execution of display(s).

 2.2 If this is a new contract (not a renewal) for rotary or permanent bulletins, Agency will deliver
 Acceptable Malerials to Company not less than sixty (60) days prior to the display date specified on the
 face hereof if painting will be required, or (b) five (5) days prior to such display date if the display will
 include posting or computer generated vinyl material. If the Acceptable Materials have not been received
 by Company by the date specified on the face of this contract, in addition to its other remedies, Company
 may terminate this contract. If terminated by Company, Agency will pay to Company an amount equal to
 two months' billings as liquidated damages. If Acceptable Materials are timely delivered, Company will
 complete painting, posting or vinyl installation of the displays no later than five (5) working days after the
 display date specified on the face hereof and commence billing on the date copy is fully displayed.

 2.3 "Acceptable Materials" is defined (a) in the case of painting, as a scaled or properly proprotioned
 mechanical, original illustration, dye transfer or other color reproduction of comparable quality, and for the
- mechanical, original illustration, dye transfer or other color reproduction of comparable quality, and for the purpose hereof, color transparencies will not be deemed to be acceptable; or (b) in the case of posting paper or computer generated vinyl, all materials will be in quality sufficient enough to meet the need hereunder (plus 10% for reposting or repair purposes) at places designated by Company, shipping charges prepaid, and in weight tensile strength, opacity, size and sort, Materials will be furnished in a minimum quantity of one complete set of material and instructions for every display to be posted or viryl
- 2.4 Any paints included with this contract that are not used by the end of the contract term are forfeited.
- 3.0 Obligations of the Company
 3.1 All approved advertising material, art or copy will be posted or installed and maintained,
 3.2 If the bulletins hereunder are part of a rotary plan, Company will notify Agency of locations of each rotation upon request from Agency.

 3.3 Company may reject any advertising material, art or copy, submitted by Agency for any reason. In

- addition, Company may require advertising material, art or copy, submitted by Agency for any resolution addition, Company may require advertising material, art or copy to be removed at anythms once posted, 3.4 Company retains exclusive control of the painting and posting of the displays and the bulletin structures on which they are displayed.

 3.5 Proof of Performance Policy: Permanent Bulletin(s): Company will provide one close-up photo or digital print for each creative execution within a bulletin campaign including a Clear Channel Ouldoor Performance Report, Rotary Bulletin(s): Company will provide one close-up and one approach photo or digital print for each creative execution within a bulletin campaign including a Clear Channel Ouldoor digital print for each rotary start location and each creative execution including a Clear Channel Outdoor Performance Report, Rotation cycles will not be photographed unless the creative copy changes, 4.0 General
- Termination and Loss of Service
- (a) Any delay or failure by Company to perform hereunder as a result of force majeure, labor dispute, law, government action or order, or similar causes beyond the Company's reasonable control, will not constitute a breach of contract, but Agency will be notified immediately and will be entitled, at its election, to service having a value based on circulation reasonably equivalent to the lost service. Failure to provide illumination as required herein, will not constitute a breach, but Agency will be entitled to a return of value equivalent to the value of lost circulation, but not to exceed 25% of the contract price for the period illumination was not provided.

- (b) When a bulletin location specified in this contract is no longer available due to a loss of the structure or the loss of or the inability to use the structure for any reason, Company will offer Agency a location of approximately equal advertising value, which location will be subject to the prompt, reasonable approval of Agency. In the event that Agency approves the location, the term of this contract will be extended after the expiration date of this contract for a period equal to the time during which the advertising material, art or copy was not on display, If Agency does not approve the location, then Company may terminate this contract and will pay Agency a sum equal to the actual non-cancelable out-of-pocket cost necessarily incurred by Agency prior to the date of termination for production and delivery of the advertising material, art or copy hereunder which was not displayed.
- (c) Company may upon notice to Agency, terminate this contract at any time (i) upon material breach by Agency or (ii) if Company does not receive timely payment on billings. Upon such termination all unpaid, accrued charges hereunder will immediately become due and payable and Agency will pay, as liquidated damages, a sum equal to 75% of the amount which would have been payable hereunder. Agency may, upon notice to Company, terminate this contract at any time upon material breach by Company. Upon stermination, Company will pay as liquidated damages a sum equal to the actual non-cancelable out-oftermination, Company wiii pay as liquidated damages a sum equal to the actual non-cancelable out-op-pocket cost necessarily incurred by Agency prior to the date of termination for production and delivery of the advertising material, art or copy hereunder which was not displayed. Neither party will have any liability to the other upon breach or termination, except as provided in this Paragraph 4.1(c), Paragraphs 2.2, 4.1(b) and 4.4. Agency may not seek specific performance or any other equitable remedy related to this contract, (d) Notwithstanding anything to the contrary herein, Company shall be given a reasonable amount of time
- (a) Nowithstanding anything to the Contrary Intellin, Company shall be given a feasurable and the first of cure a default, but in no event less than 30 days,

 4.2 Terms of Payment. Company will, from time to time at intervals following commencement of service, bill Agency at the address on the face hereof. Agency will pay Company within thirty (30) days after the date of invoice, if Agency fails to pay any invoice when due, in addition to amounts payable thereunder, Company will be promptly reimbursed its collection costs, including reasonable attorneys' fees, plus a monthly service charge at the rate of 1,5% of the outstanding balance of the invoice to the extent permitted by applicable law.
 4.3 Taxes Com
- Taxes. Company will pay all personal property taxes attributable to the structures and Agency will be responsible for all other federal, state and local taxes in respect of this contract,
- 4.4 Indemnification. Company will hold Agency and Advertiser harmless against all liability (except for consequential damages, i.e., lost profits, revenue or advertising opportunity) but including claims, demands, debts, obligations or charges, together with reasonable attorneys' fees and disbursements, arising out of a breach by Company of this contract. Agency and Advertiser will hold Company harmless against all liability, including, without limitation, claims, demands, debts, obligations or changes, together with reasonable attorney's fees and disbursements arising out of a breach by Agency and/or Advertiser of this contract or arising out of the content of the advertising material, art or copy furnished by Agency or Advertiser.
- 4.5 Compliance
- (a) Company's obligations hereunder are subject to and subordinate to the terms and conditions of any applicable ground lease for billboards and other agreements, licenses and permits held by it and to
- applicable federal, state and local laws and regulations.

 (b) All advertising material, art or copy furnished by Agency or Advertiser hereunder will at all limes comply with all applicable federal, state and local laws and regulations.
- 4.6 Entire Agreement. This contract contains the entire understanding between the parties and cannot be changed or terminated orally. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter will govern. Failure of either party to enforce any of the provisions hereof will not be construed as general relinquishment or waiver of that or any other provision. All notices hereunder will be in writing, deemed given on the date of dispatch, and addressed to Agency and the Company at the addresses on the face hereof.

A Clear Channel Worldwide Company



November 8, 2013

CONTRACTED BY	AGENCY ON BEHALF O	F ADVERTIS		CONT	ACTED DIRECTLY BY ADVERTISER:				
CUSTOMER#	# INVOICE					INVOICE			
NAME	a			NAI	ME	Frankfort Square Parl	k District		
ADDRESS				ADI	DRESS	7540 W. Braemer Ave	nue		
CITY/STATE/ZIP				СІТ	Y/STATE/ZIP	Frankfort, IL 60423			
CONTACT				СО	NTACT	James Randall			
EMAIL ADDRESS			EM.	AIL ADDRESS	jrandall@fspd.org				
PHONE #	FAX#			PH	ONE #	815-469-3524 FAX#			
P.O. #	\ <u></u>			P.C), #		-		
ADVRTSR / PROD				PR	ODUCT NAME	Frankfort Square Link	(S		
				NDO	R OF THE FO	DR, INC. REQUIRES F LLOWING DETAILED Name / Description			
#3252	1	378	vinyl		Frankfort Squa		\$	567.00	
Display Commences:		5/5/2014			SUB TOTA		\$	567.00	
Additional Comments	5:				Estimated §	Snipping			
					Sales Tax	0.00%	\$		
						D INVOICE TOTAL	\$	567.00	
	nu invoice whee due is addition to	o amounte novable	o Cloor Chana	al Outdoo	applicat incu	NET amounts, The above estimated the SALES TAX and/or shipping/freitered upon completion. Payment tereinbursed its collection costs, including	ght charges : rms are NET	stated or -30.	
a monthly interest charge at the h ownership or control of any embellish which may be ap	nigher of (a) the amount equal to a niments and Agency and Advertise oplicable to the services rendered	1,5% of the outsta r will be responsib hereunder. This c	nding balance on the for all other to notract contains	of the inve taxes in re s the enti	oice or (b) the highest am espect of the services pro re understanding between	reministed its contracts, including ount permitted by law, CCO will pay all p vided under this contract, including withon a parties and cannot be changed or term nel Outdoor via fax machines are to be t	roperty taxes a out limitation, sa inated orally.	ttributed to the ales and use taxe	
				WILL NO	OT BEGIN UNTIL WE HAY	/E RECEIVED YOUR SIGNED APPROV			
Agency:				Adv	vertiser:				
Signature:				Sig	nature:				
Name:	Date					Name:			
Clear Channel Outdoor, In	c.			Nar	me:		Date		
					r, 4000 S. Morgan www.clearchanne	Chicago, IL 60609 eloutdoor.com			
FOR INTERNAL USE:	Contract No.				Fi	le Name			
	A/E (s) Name / N			-	Selling Branc	n			
	Gavin Coll ccoch	i1gsc		CCO-Chicago					

Production / Class Number: