



ADVERTISING SPACE RENTAL CONTRACT

Company Name: LFUCG Parks & Recreation (Advertiser) Market / Product: Lexington Lextran bus ads

Today's Date: 2/18/16 A) *Inventory reserved for Client starting: 04/03/16 (Commencement Date)

B) Last day inventory is held for Client use: 07/31/16

C) Client art approval of production due to Advertising Vehicles by: 3/18/2016
**15 Business days prior to start date*

TRANSIT DISPLAYS ORDERED

Number of Displays	Types of Displays
<u>5</u>	<u>Queens & Headliners</u>
_____	_____
_____	_____
_____	_____

CLIENT AGREES TO BE BILLED THE FOLLOWING AMOUNTS ON THE FOLLOWING DATES FOR INVENTORY RESERVED

Month / Year	Amount	Month / Year	Amount
<u>April Production</u>	<u>\$1450</u>	_____	_____
<u>April</u>	<u>\$1000</u>	_____	_____
<u>May</u>	<u>\$1000</u>	_____	_____
<u>June</u>	<u>\$2000</u>	_____	_____
<u>July</u>	<u>\$0</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CONTRACT TOTAL \$ 5,450.00 NET

GUARANTEED BENCH OR SHELTER LOCATIONS

Advertiser / Agency: LFUCG Parks & Recreation

Signature / Authorized: _____

Address: 545 North Upper St.

City, State, Zip: Lexington, KY 40508

Telephone: 859-288-2931

Contact: Patrick Martin

Fax: _____

Email: pmartin@lexingtonky.gov

Kim Pappis - Advertising Vehicles
 LV Semona - Advertising Vehicles

TERMS AND CONDITIONS OF ADVERTISING

1. If doing production independently, the advertiser agrees to furnish displays for said advertising and to deliver the same to the Advertising Vehicles Inc. at the least 10 working days before the installation date. A 10% overrun on orders of 10 signs or more is required.
2. Loss of service due to failure of the Advertiser to furnish displays as provided above for installation on the stated commencement date shall be the Advertiser's loss. Other delays in commencing service shall not constitute a violation of this contract, but the Advertiser shall be entitled to pro rata credit, or at the option of Advertising Vehicles Inc. to additional service or an extension of the term of service equivalent to the delay or omission.
3. If production is done independently and Advertiser's display(s) becomes damaged, defaced, mutilated or spoiled by reason of storm, floods, strikes, ordinary wear and tear, or any other cause, replacements shall be furnished by the Advertiser upon request, without liability or expense on the part of Advertising Vehicles Inc. or the transit authority.
4. It is understood that the client agrees to pay for rented billboard space per the schedule on page one of contract. It is understood that in the event of a late posting as a result of a missed deadline by the client that no make good or credit is due to client. In the event that the post date is missed as a result of Advertising Vehicles an extension equal to the number of missed days will be added to the end of client's expiration date.
5. Loss of service due to fire, flood, riot or other causes beyond the control of Advertising Vehicles Inc. shall not constitute a breach of this agreement, but in such event, Advertiser shall be entitled to pro rata credit for such a loss, or at the option of Advertising Vehicles Inc., to additional service or an extension of the term of service equivalent to the service lost.
6. Advertising Vehicles Inc. accepts this contract subject to all federal, state and municipal laws and regulations with respect to the advertising matter to be displayed.
 - a. Advertising Vehicles Inc. reserves the right to disapprove of any advertising that is false, misleading, deceptive, and/or offensive to the moral standard of the community, contrary to good taste, or contrary to the best interest of the transit authority.
 - b. It shall be the policy of Advertising Vehicles Inc. in Cincinnati and Nashville to prohibit public issue advertisements that tend to promote or inhibit causes and beliefs; that in the furtherance of this policy, all advertisements (except as identified in c below) shall be limited to public announcements and advertisements related to the advantages of a product, business, or service.
 - c. Political advertisements if allowed for candidates for public office are allowed under the following conditions: 1) each advertisement must contain in type at least 10% as tall as the advertisement, the words "PAID POLITICAL ADVERTISEMENT"; 2) contracts must be prepaid in full prior to placement of advertisement.
7. It is understood and agreed that this contract may not be cancelled by Advertiser or Advertising Agency. Advertising Vehicles Inc. reserves the right to cancel this contract at any time upon default by the agency and/or Advertiser in the payment of bills or other breach, or in the event of any material violation on the part of the agency and/or Advertiser of any of the conditions herein named; and upon such cancellation, all advertising done hereunder, including short term rates or other charges under this contract, and unpaid, shall become immediately due and payable. In case of delinquency it shall not prejudice the rights of the Advertising Vehicles Inc. hereunder with respect to any breach or breaches not specifically waived by Advertising Vehicles Inc. In the event of any such breach or breaches, Advertising Vehicles Inc. shall be discharged from any obligation to continue to display the Advertiser's copy; and in the event of suit for the collection of unpaid accounts, all costs of suits, including reasonable attorney's fees may be added to the monies owed.
8. Advertising Vehicles Inc. shall not be held responsible for returning advertising displays to Advertiser or Advertising Agency.
9. This contract is not assignable by the Advertiser, nor may the subject of the advertising be changed.
10. This contract becomes effective when executed by Advertising Vehicles Inc. and contains the full agreement of the parties, and no representation or assurances, verbal or written, shall affect or alter the obligation of either party hereto. Any modification to this agreement shall be made by issuing a new contract.
11. Any bill rendered to the agency and/or Advertiser shall be conclusive as to the correctness of items therein set forth and shall constitute an account stated unless written objection is made thereto by agency and/or Advertiser within thirty (30) days from being rendered thereof.
12. Late charges of 1.5% (18% per annum) will be applied to account balances over 30 days. Accounts that are delinquent 45 days may be cancelled without advance notice.
13. Contract is subject to credit approval and the acceptance of this contract by signature of the advertiser and or agency authorized Advertising Vehicles Inc. to request credit information from the Retail Credit Bureau.
14. Advertiser and/or Advertising Agency, if any, are both individually and severally responsible for payment under this contract. It contains all of the agreement and representation of the parties hereto, and no representation or promise not set forth herein shall affect the obligation of either party hereunder.
15. The agreement is governed by the laws of the Commonwealth of Kentucky, and all litigation arising from this agreement shall be instituted in Fayette County, Kentucky.

Initials:	Date:
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