

HUNTINGTON BILLBOARDS



CONTRACT FOR OUTDOOR ADVERTISING

2024-03-18 14:18:06 15417-14

CONTRACTED BY:			ON BEHALF OF ADVERTISER:		
CUSTOMER #	7345	4533	CUSTOMER #		
NAME	Russellville Independent Schools		NAME		
ADDRESS	355 S. Summer Street *		ADDRESS		
CITY/STATE/ZIP	Russellville, KY 42276		CITY/STATE/ZIP		
CONTACT	Mindy Key		CONTACT		
EMAIL ADDRESS	mindy.key@russellville.kyschools.us		EMAIL ADDRESS		
PHONE #	270-779-3332		PHONE #		
P.O.#	32270				
ADVERTISER	Russellville Independent Schools				

Qty	Product Description	Illum	Size	Term in 4-week Periods	Service Dates	Production Rate	Rate Per Period
1	468.3, Bulletin, Russellville KY, US Hwy 431 S/S, 675 ft E/O Russellville Bypass, W/F, Top, Regular	No	8' x 20'	11	06/03/2024 - 04/06/2025	320.00	405.00
1	468.1, Bulletin, Russellville KY, US Hwy 431 S/S, 675 ft E/O Russellville Bypass, E/F, Top, Regular	No	8' x 20'	11	06/03/2024 - 04/06/2025	320.00	405.00
Amount Per Period (Net)							\$810.00
Estimated Production (Contract) TOTAL						\$640.00	
Grand Total (Net)							\$9,550.00

Special Instructions:

Discounted rates applied. Advertiser paying full contract with one invoice. Huntington will invoice the Advertiser. Advertiser will provide the PO #. Advertiser does not have first right to renew (less than an annual contract). Renewal policy below is not applicable. Advertiser can renew, if these billboards are still available.

RENEWAL

BILLING PERIOD: Each billing period is 4 weeks.

RENEWAL POLICY: Advertiser agrees to notify Huntington, in writing, of its election to renew or not renew no less than 60 days prior to the Expiration Date. If written notice is not received accordingly, Huntington, at its sole discretion, may place display(s) on the market for rent and/or extend the contract month to month at the same rate until display(s) are rented by Huntington to a third party, or said notice is given to Huntington by Advertiser. In such instance, Advertiser is responsible for two more billing periods after written notice of non-renewal is received by Huntington. Only annual or longer contracts have the right of first refusal.

ARTWORK: Advertiser agrees to provide Huntington with approved artwork or printed material(s) a minimum of 21 days (2 business days for digital) prior to the Commencement Date of this contract. Advertiser shall be responsible for the full billing period, even if not displayed for the full billing period, due to late artwork approval or late delivery of printed material(s).

ADDITIONAL TERMS: This contract is subject to the Terms and Conditions on both pages of this agreement as well as any or all referenced addenda. Advertiser acknowledges receipt and review of page two hereof. This contract must be signed by both Advertiser and Huntington to become effective. Contracts transmitted, approved, and otherwise verified via electronic methods are to be treated as original contracts and are subject to the terms and conditions of this document.

PAYMENT TERMS: Advertiser agrees to pay all invoices to Huntington in NET 10 days from the invoice date. Invoices not paid on time will accrue a late fee of 2% monthly thereafter unless otherwise agreed upon.

The undersigned hereby personally guarantees payment of all amounts due.

<p>Advertiser:</p> <p>Signature: </p> <p>Printed Name: <u>Kelly A Jones, EdD</u> Date: <u>3/21/24</u></p>	<p>Agency:</p> <p>Signature: _____</p> <p>Printed Name: _____ Date: _____</p>
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Huntington Billboards	Name:	Date:
Signature:		

FOR INTERNAL USE: (T)

Account Executive

Barb May
311 East St.
Gordon, OH 45304
Ph#: 317-508-7373

Mailing Address

Huntington Billboards
311 East St.
Gordon, OH 45304
Ph#: 800-704-5973 Fax#: 877-335-3423

New Renewal

STANDARD TERMS AND CONDITIONS:

- 1. Advertising Services.** By their signatures on this contract, Advertiser and/or Agency, (hereinafter referred to as "Advertiser") and Huntington Billboards (hereafter referred to as "Huntington"), agree that Huntington shall provide the advertising services specified on the front side of this contract in return for the payments specified and upon the terms and conditions set forth in this contract. The parties agree that the advertising materials produced by Huntington, including vinyl's, posters and extensions, and sign structures used for the advertising services are the property of, and shall at all times remain in exclusive possession and control of Huntington. Advertiser acknowledges that no one other than those persons authorized by Huntington may enter upon or have access to the outdoor advertising sign structures described in this contract. Advertiser may not cancel or modify this contract, for any reason, without written approval from Huntington.
- 2. In Service Date/Payments.** Advertiser agrees to pay to Huntington each billing period (hereinafter referred to as "Period"), in advance, the payment specified (including any increased rates applicable to a contract term) beginning on the Commencement Date or pursuant to the commencement of billing terms set forth on page one, whichever occurs first, and continuing each Period until the end of the term of this contract. The payment terms shall be Net 10 Days from invoice date. As a convenience to Advertiser, Huntington will send an invoice each Period, but Advertiser's obligation will not be dependent upon the receipt of such invoices. If a Security Deposit has been paid, it shall be refunded to Advertiser within 30 days of payment of all invoices, or applied to the last payment due, to be determined by Huntington, at its sole discretion.
- 3. Commencement of Billing.** Advertiser shall furnish approved artwork (scaled, high resolution files, fonts, and designated colors) or items to prepare final artwork or printed materials to Huntington a minimum of 21 days (2 business days for Digital) prior to the Commencement Date. All printed materials provided by Advertiser must be the correct size as noted in this contract. Should the approved artwork or the printed materials not be received in the time frame mentioned above, Huntington reserves the right to commence billing. Billing shall commence upon the installation of the printed materials or the agreed upon Commencement Date, whichever comes first. Huntington requires an installation leeway of +/- 5 business days from the accepted start date.
- 4. Advertising Agency.** If this contract is signed by an advertising agency, or if Advertiser subsequently appoints an advertising agency to represent Advertiser in its dealings with Huntington, the term "Advertiser" shall include both Advertiser and agency where applicable, and all obligations of the Advertiser shall be joint and several to both the Advertiser and agency. If Advertiser appoints an agency after this contract has been accepted by Huntington, Advertiser shall notify Huntington, in writing, of said appointment. However, such subsequently appointed agency will not be entitled to an agency commission under the terms of this contract. Production charges are billed net and not subject to agency commission or discount.
- 5. Breach.** Advertiser agrees that failure to make payment due according to the terms and conditions of this contract shall constitute a material breach of this contract. Upon breach, and without waiving or limiting any other remedies available to Huntington per this agreement, at law or in equity, Huntington shall have the option to: (1) demand immediate payment of the entire remaining unpaid payments for the balance of this contract; (2) terminate this contract; and/or, in addition to the foregoing; (3) Huntington shall have the right to immediately remove any advertising designs/materials provided hereunder and to re-sell that space, all options being at Huntington sole discretion. Advertiser agrees that, upon breach of this contract, Huntington will suffer damages which cannot reasonably be calculated by any method and that payment of the entire remaining unpaid payments shall constitute liquidated damages sustained by Huntington. Any breach of this contract by Advertiser shall also be a breach of any other contract between Advertiser and Huntington. In such event, Huntington, at its option, may declare any or all such other contracts in default and require the payment of all remaining unpaid payments on any contracts between Huntington and Advertiser. It is further agreed that any delay by Huntington in acting upon said breach of this contract by the Advertiser shall in no event be considered as a waiver of such right by Huntington. Advertiser agrees to pay all reasonable collection expenses, attorney's fees, and court costs incurred by Huntington for the collection of any amounts due and payable to Huntington, whether a result of breach or otherwise. Invoices not paid when due shall bear interest at the maximum legal rate per annum. Advertiser agrees that, in the event of such breach, Huntington will proceed against both Advertiser and Agency for any cause of action which exists, as joint and several obligors.
- 6. Copy Approval.** Huntington reserves the right at any time to refuse, withdraw or remove any advertising copy, which in Huntington's sole opinion, is considered objectionable or that attracts negative publicity or controversy from the community or incites harassment towards Huntington's lessors. Advertiser agrees to defend, indemnify, and hold Huntington harmless from any dispute, loss, liability, claims, and demands arising out of the character, content, or subject matter of any copy displayed pursuant to this contract. Advertiser acknowledges that all advertising copy, designs, and artwork developed by Huntington are the exclusive property of Huntington for all purposes and may be copyrighted by Huntington, and will not be copied, reproduced, or released to other parties without prior written approval by Huntington.
- 7. Out of Service.** Acceptance of this contract by Huntington will be subject to the prior sale and/or availability of any displays specified. If a location specified in this contract becomes unavailable for any reason during the term of this contract, it may be replaced, at Huntington's sole discretion, by a location of equal advertising value, or at Huntington's option, this contract may immediately be terminated and/or canceled without further liability to Advertiser. In the event any display covered by this contract becomes unavailable 5 days or more (or less than 92.5% of the total contracted period on Digitals), the Advertiser agrees to accept, as compensation for the loss in advertising service, an extension of the contract term beyond the termination date for a period sufficient to equal the period of advertising service lost and/or a service credit, at Huntington's sole discretion. Advertiser agrees that any alleged loss of business or business revenue associated to or related with the period of unavailable advertising service is wholly speculative and, as such, Advertiser hereby agrees to waive any claims, suits or causes of action against Huntington for said loss in return for Huntington providing the advertising services herein.
- 8. Illumination.** If a structure is illuminated, the standard illumination shall be dusk to midnight. In the event a complete failure of illumination is not repaired within 5 working days of notification by Advertiser to Huntington, a credit of 25% of the price paid for that individual display will be provided to the Advertiser for the pro-rated time that said illumination was non-functional, at Huntington's option, either by other additional advertising service, or by extending the termination date under this contract equal to the amount of said credit.
- 9. Digital.** Advertiser shall not sublet, re-sell, transfer donate or assign any advertising segments without prior written consent of Huntington. In the event of national, regional, or local emergencies/warnings, advertising time may be interrupted to disseminate message(s). Huntington warrants that all scheduled digital advertising will be displayed at least an average of 92.5% of the time during the total contract period. For purposes of determining whether a credit is due, refer to paragraph 7.
- 10. Non-Liability of Huntington.** Huntington shall not be liable for any failure or delay in the performance of its undertakings when due to fire, governmental restrictions, strikes, lockouts, acts of God, court orders, settlements voluntarily reached with local governments, landowner lease restrictions, or any act or event beyond Huntington's control. Additionally, and regardless of whether a claim is made in contract, tort or otherwise, with regard to this Agreement or its subject matter, the maximum liability of Huntington to Advertiser shall be the amount actually paid to Huntington by Advertiser during the month giving rise to the cause of action.
- 11. Configuration Charge.** Huntington reserves the right at any time during the term of this contract to convert the display from its present configuration to any other outdoor advertising configuration and to terminate this contract upon notice to Advertiser. In such event, Advertiser will be given a first right to refusal to enter into a new display contract at this location at the new market rate based upon the new configuration.
- 12. Vinyl Billboard Designs.** Production fees for the vinyl billboard designs cover the cost of printing, shipping, installation & removal. The vinyl material is the property of Huntington Billboards. Huntington will dispose/recycle all vinyl's upon expiration of the contract.
- 13. Hold Harmless.** Huntington agrees to hold Advertiser harmless from any and all claims or demands on account of physical bodily injury or physical property damage caused by or resulting from installation, maintenance and removal of copy from any sign structure used for any display covered by this contract, including the place or manner of installation and maintenance of the same, and agrees to carry, at its own cost and expense, adequate public liability insurance covering all such contingencies so long as this contract shall remain in effect. Advertiser agrees to hold Huntington harmless from any and all claims or demands with regard to any display covered by this contract or on account of any allegation that the use of any name, picture, or other material in any display authorized by this contract is illegal, unauthorized, or damaging in any way to any person, business, organization, association, governmental body, or other entity.
- 14. Assignment.** If Advertiser's business is sold or transferred during the term of this contract, Advertiser shall continue to be directly liable to Huntington. This contract may, however, be assigned to a successor, actual advertiser, or agency only with written consent of Huntington. In the event of an assignment, transfer, or sale of the business or assets of Advertiser as may be applicable to this Agreement, Advertiser agrees to remain liable for the, and a guarantor of the successor's, performance of the Agreement. This contract may be assigned by Huntington at any time without Advertiser's consent.
- 15. Acceptance of Contract.** The execution of this contract by Advertiser shall constitute an offer to contract. Advertiser's signature on this contract shall not act as a hold on any advertising sign space. This contract shall be deemed to have been executed and its terms and conditions enforceable only upon written acceptance by Huntington Authorized Management. Such acceptance shall only be by formal written acceptance on the first page. Advertiser acknowledges that the representative receiving this contract is not authorized by Huntington to accept this contract or bind Huntington. Advertiser consents and agrees that Huntington may investigate and inquire as to the financial status and credit worthiness of Advertiser before or after acceptance of this contract and further authorizes any bank, credit agency or other entity having financial information of Advertiser to respond to Huntington's inquiries and divulge such information to Huntington and its agents. Following acceptance, this contract shall be binding upon and shall inure to the benefit of the parties and to their respective heirs, successors, administrators, and permitted assigns.
- 16. Disputes.** This contract has been entered into and executed within the State of Ohio. In the event any action or suit is brought to enforce or clarify any of the terms and/or conditions of this contract, the venue of such said suit or action shall be brought in the State of Ohio, Darke County, unless Huntington provides Advertiser and/or its attorney with written consent, prior to suit being filed, to a venue other than the State of Ohio, Darke County.
- 17. Entire Contract.** The failure of Huntington or Advertiser to enforce any of the provisions of this contract shall not be construed as a general relinquishment or waiver of that or any other provision. It is understood that neither party shall be bound by any contract or representation, expressed or implied, not specifically contained in the writing in this contract. This contract is the final and complete contract between the parties, and may not be modified, supplemented, explained, or waived by parole evidence, nor by the course of dealing, nor in any other way except by modification or change reduced to writing and signed by authorized representatives of Advertiser and Huntington. The person signing this contract on behalf of the respective party represents and warrants that he/she has full authority to do so.
- 18. Non- Exclusive Agreement.** This is a Non-Exclusive agreement. Huntington reserves the right to allow any reputable business, of any category, including a competing business to rent the adjoining face of any static billboard structure or any of the rotating faces on a digital structure.

468.3

US Hwy 431 S/S, 675 ft E/O Russellville Bypass, W/F, Top



Description

Prime location on US 431 (W 9th St.) on the west side of Russellville. This west facing panel is visible to traffic traveling east into Russellville.

Bulletin

City: Russellville, KY 42276
 Face ID: 468.3
 Facing: West (RHR)
 Latitude/Longitude: 36.8310/-86.9053
 Bulletin Face Size: 8' x 20'
 \$405.00 / 4 week Period (Rate is based on 11.00 4-week periods.)
Innovation Academy

BARB MAY TERRITORY MANAGER

barb@huntingtonbillboards.com | 317-508-7373
311 East St. | Gordon, OH 45304



468.1

US Hwy 431 S/S, 675 ft E/O Russellville Bypass, E/F, Top



Description

Prime location on US 431 (W 9th St.) on the west side of Russellville. This east facing panel is visible to traffic traveling west.

Bulletin

City: Russellville, KY 42276
 Face ID: 468.1
 Facing: East (LHR)
 Latitude/Longitude: 36.8310/-86.9053
 Bulletin Face Size: 8' x 20'
 \$405.00 / 4 week Period (Rate is based on 11 4-week periods.)

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