

MOBILE ADVERTISING PROGRAM CONTRACT

Name of Advertiser/Business/Corporation _____

Contact Person _____

Address _____

Phone Number: _____

Fax Number: _____

Advertising Agency (if applicable) _____

Contact Person _____

Address _____

Phone Number: _____

Fax Number: _____

1. Lease Space and Pay Schedule:

Fort Smith Transit hereby leases, lets and rents to the Advertiser (which term includes any Advertising Agency identified above) and the Advertiser agrees to and does hereby lease, let, rent, take and hire from the City of Fort Smith Transit Department ("Fort Smith Transit"), the following described "advertising space":

The Advertiser agrees to pay Fort Smith Transit the total sum of \$ _____ as follows:

The sum of the first and last month's rental fee (\$ _____) is due upon execution of this agreement, and the balance in _____ equal monthly installments each in the amount of \$ _____ commencing on _____, 20__ and on the first day of each succeeding month thereafter.

Primary Payee (check one): _____ Advertising Agency _____ Advertiser/Business/Corp.

2. Lease Term

The term of this Agreement shall commence on the _____ day of _____, 20__ and shall continue for a period of _____ months thereafter, unless earlier terminated as herein provided.

3. Agency Commission & Payment Obligation

This contract is subject to a 15% agency commission if an Advertising Agency is identified above. If lease payments are paid by the Advertiser, the 15% commission will be provided to the advertising agency by Fort Smith Transit. If lease payments are paid by the advertising agency, a payment less 15% commission will be due and payable to Fort Smith Transit.

The Advertiser and Advertising Agency are jointly and severally liable for the payment of all amounts due

under this contract.

4. Time Compensation

Fort Smith Transit assumes no responsibility for down-time if down-time is due to a public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any mechanical breakdown beyond Fort Smith Transit's control. For other down-time in excess of ten (10) operating days, Fort Smith Transit will provide an equivalent number of additional days of advertising.

5. Graphic Approval

Fort Smith Transit reserves the right of prior approval of all copies, displays, graphics, data, and advertising which the Advertiser proposes to locate on any transit vehicle prior to same being actually affixed, situated or placed on the bus. Refer to Fort Smith Transit Advertising Standards and Procedures.

6. Graphical Application/Obligation

The Advertiser shall be responsible for initial production, design and application of paint or graphics. It will be the Advertiser's responsibility to repaint or reapply graphics, at the discretion of Fort Smith Transit, due to improper installation/application or normal wear such as peeling, bubbling, chipping, etc.

7. Delinquency

In the event the Advertiser fails to pay rent provided for herein or otherwise fails to fully observe and perform its obligations hereunder, then and in any such event, Fort Smith Transit may, at its sole option declare this agreement terminated after first giving Advertiser ten (10) days written notice if the breach or failure is not cured in the ten (10) day notice period. After such notice the Advertiser's failure to cure, Fort Smith Transit shall have the right to remove any and all of the Advertiser's copies, displays, graphics, data and advertising of and from the advertising space. Fort Smith Transit reserves all other remedies including, without limitation, collection of delinquent rents, and recovery of damages for breach of this agreement by Advertiser. No delay in or failure to exercise any of the options here granted to Fort Smith Transit shall be a waiver of the right to subsequently pursue any lawful remedy.

8. Contract Cancellation

Fort Smith Transit may cancel this agreement at any time at its sole discretion by giving the Advertiser written notice thereof and by rebating any prepaid rent. Fort Smith Transit shall have no further obligation to Advertiser upon such cancellation.

9. Contract Termination

At the end of the term of this agreement, or upon earlier termination by Fort Smith Transit in accordance with the options herein reserved, the Advertiser agrees to surrender possession of the advertising space.

10. Further Agreements

Fort Smith Transit and the Advertiser further agrees as follows:

(A) Any notice, consent, request, claim or other communication hereunder shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed by registered or certified mail, return receipt requested, to the address shown above for the respective party or delivery by express mail at said address. Such address may be changed by any party by notice given in the manner provided above.

(B) This agreement, together with all exhibits and documents referred to herein, contains all the terms and conditions agreed upon by the parties hereto with respect to the transaction contemplated hereby and shall not be amended or modified except by written instrument signed by all of the parties.

(C) This agreement shall be binding upon and insure to the benefit of the representatives, heirs, estates, successors and assigns of the parties hereto.

(D) Nothing expressed or implied in this agreement is intended or shall be construed to confer upon or give any person, firm or corporation other than the parties hereto, their successors and assigns, any benefits, rights or remedies under or by reason of this agreement.

(E) This agreement shall be governed by and construed under the laws of the State of Arkansas.

(F) This agreement shall only be valid, binding and effective if countersigned by the Administrator of Fort Smith Transit.

IN WITNESS WHEREOF, the parties hereto affix their respective signatures hereon on the date and year first above mentioned.

FORT SMITH TRANSIT:

ADVERTISING AGENCY *(if applicable)*:

BY: _____

BY: _____

(Title)

(Title)

ADVERTISER/BUSINESS/CORPORATION:

BY: _____

(Title)