



# Power Pedal Ads

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## Mobile Billboard Advertising Contract

We the undersigned advertiser, named on the face of this contract (hereinafter called "The Advertiser" and/or "Advertiser") hereby authorize and direct The Company (hereinafter called "The Company" and/or "Company") to execute for us, Mobile Billboard Advertising, in the markets specified on page 1, upon terms and conditions set forth in this contract, as follows:

All copy for display under this contract shall be solely for the benefit of the Advertiser and may be rejected in good faith if The Company deems it to be unlawful, distasteful or detrimental to The Company, its partners or the outdoor advertising medium.

The Company shall pay all taxes except sales and use tax, which shall be applicable to the ownership or control of the content of the posters furnished by the Advertiser and shall be the sole responsibility of the Advertiser.

The Advertiser expressly agrees to indemnify, hold harmless and defend The Company against any claim, complaint, lawsuit or any assertion of liability arising out of or in connection with the content, substance or other advertising furnished or approved by the Advertiser. The Advertiser expressly agrees to pay all costs, attorney's fees and related expenses incurred thereby.

Liability of The Company to the Advertiser herein arising out of an alleged failure to perform or breach of any term provision of this contract is expressly limited to the face amount of the contract. In no event will The Company be liable for any claim of lost revenue, lost profits or other similar claims arising from a purported failure to perform or breach of the terms and provisions of this contract. The Company makes no warranty or representation, whether express or implied, concerning the success of the advertising services provided for herein.

If the Advertiser is supplying the advertising posters/vinyl to be used in the campaign, the advertiser agrees to furnish said advertising posters/vinyl to The Company ten (10) days in advance of the start of the advertising campaign. If the Advertiser chooses to purchase the necessary advertising posters/vinyl from The Company, artwork must be supplied ten (10) days in advance. The Advertiser further agrees to pay all associated pre-press and shipping charges, including rush premiums incurred by The Company in the course of having the Advertiser's art printed.

Payment Terms: 50% down on date of order, and the balance due within 30 days of the invoice date or the balance is due before the start date of the advertising campaign (whichever comes first). Advertiser expressly agrees to pay all costs, including reasonable attorney's fees and court cost incurred to enforce any term provision of this contract.

If this agreement is signed by an agent, broker, or advertising agency, said broker or agency specifically warrants that it is the agent for and acting on the behalf of the advertiser and the agent, broker or advertising agency where applicable.

The printed and written provisions of this contract contain all of the agreements, conditions, and representations made by either party hereto. Any addition, alteration or addendum, to be binding, must be in writing and signed by both parties

Accepted:  
Pedal Power Ads (herein called "The Company"  
and/or "Company")

By: \_\_\_\_\_  
(President)

Date: \_\_\_\_\_

Accepted:  
[ADVERTISER'S NAME] (herein called "The  
Advertiser" and/or "Advertiser")

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

Date: \_\_\_\_\_