

## Terms and Conditions – Ad Reservation Agreement

- 1) This agreement is binding on the parties hereto and their respective heirs, representatives, successors and assigns.
- 2) Unless otherwise noted, initial Terms of this Agreement shall begin on the date of first publication of the advertisement and will continue through the contracted period.
- 3) Advertiser (client) acknowledges they have provided Sons of Thunder, L.L.C. dba (here forth known as) Sign Mechanic, a photograph, artwork, advertisement or other element (“Art”) for placement in a mobile advertising billboard.
- 4) For Art that Advertiser has produced, owns or is authorized to use, Advertiser hereby authorizes Sign Mechanic to alter, modify, use and reproduce the Art as necessary to meet Sign Mechanic specifications and print standards, and any subsequent advertisement of a Sign Mechanic billboard, including Sign Mechanic website and marketing literature. Advertiser hereby assigns all rights, title and interest in and to the Art to Sign Mechanic
- 5) For Art produced by someone other than Advertiser, Advertiser hereby authorizes Sign Mechanic to use and reproduce the Art in said billboards and any subsequent advertisement of a Sign Mechanic billboard including Sign Mechanic website and marketing literature. Advertiser authorizes Sign Mechanic to alter or modify the Art as necessary to meet Sign Mechanic specifications and print standards. This permission is granted royalty-free and has been paid for by the Advertiser.
- 6) Advertiser hereby warrants that Advertiser either owns the copyright in and to the Art or is fully authorized to assign its rights in the Art and thus has the authority, under any copyrights, right to publicity, or any other intellectual property right which may pertain to the Art necessary to grant Sign Mechanic the rights set forth herein. Advertiser hereby agrees to indemnify Sign Mechanic for any expenses, damages and fees, including attorney fees arising out of any claim that the use and reproduction of the Art by Sign Mechanic infringes the intellectual property rights of any third party.
- 7) Sign Mechanic shall not be held responsible for any artwork that is not directly produced by Sign Mechanic, and/or management reserve the right, without liability, to refuse any advertising copy, photographs, or artwork deemed to be unsuitable. Advertisements of questionable, insensitive, possible offensive subject matter and content may be refused as inappropriate.
- 8) Sign Mechanic shall not be held responsible for replacement of current boards resulting in damage from the normal wear and tear of mechanical scrolling used in the truck. Boards last on average of three months and should be replaces at the production cost of \$200.00 per board at the advertiser’s expense.
- 9) All Contracts/Insertions Orders are unable to be cancelled for any reasons. All deposits are non-refundable due to substantial commitment to our vendors upon this agreement.
- 10) If Advertiser defaults on payment of this Contract and the payment is not received by Sign Mechanic within ten days of the due date, Advertiser shall pay a late charge of 5% of the payment or \$20.00, whichever is less. If the payment is not received within 20 days of the due date, Sign Mechanic shall, at its option, discontinue all unpaid advertising and declare the entire unpaid balance of the Contract immediately due and payable, and interest shall

accrue on the unpaid balance at the rate of 18% per annum until paid. Advertiser agrees to pay all costs of collection, including reasonable attorney's fees and court costs.

11) All agreements and/or delivery dates are contingent upon strikes, accidents, vehicle maintenance or repairs or delays beyond our control, including any and all acts of God.

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Customer Signature	Date	Sign Mechanic Representative	Date
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