**HIGH RISE EXPRESS MEDIA, LLC.**

**MOBILE BILLBOARD RENTAL CONTRACT**

Mobile Billboard Rental Contract

Advertiser / Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Billboard Design Specifications:

*Stretched panels:* 2816 x 576 pixels, RGB *Rear Panel:* 768 x 576 pixels, RGB

*Side Panels:* 1024 x 576 pixels, RGBHigh resolution logo required – 300 dpi

*Acceptable File Types*: .jpg .png .gif .tiff .ai .pdf .psd (and other vector formats)

***Ask about video capabilities***

Customer provided files:

Exclusivity: High Rise Express Media designed files:

($100 minimum design fee, please allow 14 days)

(Up charge will be applied for entire truck)

Advertiser/Client agree to rent the following sides of the truck: Drivers \_\_\_\_\_\_ Passenger \_\_\_\_\_ Rear \_\_\_\_\_

Driving Route Instructions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 THIS ORDER IS SIGNED AND ACCEPTED SUBJECT TO THE TERMS AND CONDITONS STIPULATED ON BOTH PAGESOF THE CONTRACT WHICH ARE ALL PART OF THE AGREEMENTS AND REPRESENTATIONS AS TO THIS CONTRACT.

 **Term:** Advertiser/client rents the Mobile Billboard from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 **Rental Cost:**

 **Design Fee: Form and payment must be submitted to**

 **---------------------------------------- (10 days) prior to rental date.**

 **Total Cost:**

**Representations:** Any person executingthis contract on behalf of an Advertiser/clients warrants that they have authority to do so. Said person accepts full personal liability for all relevant obligations herein if they are not authorized to execute this contract in a representative capacity on behalf of the advertiser. By signing below, this becomes a binding contract to be arbitrated in if need be in the State of Oklahoma court of law.

 **Advertiser/Client:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Authorized by:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**High Rise Express Media, LLC** (Signature of Authorized Signer)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name of Authorized Signer Date

Terms and Conditions of the

Mobile Bible Billboard Rental Contract

**Billboard Message**: Rise High Express Media, LLC shall approve in advance the billboard message and content to be advertised. In its sole discretion, Rise High Express Media, LLC has the unilateral right to approve or reject any message, content, or communication, either before or after posting to the billboard. It is the responsibility of the advertiser/client to obtain licensing for the showing of any and all copyrighted work displayed on their behalf using the Rise High Express Media mobile screen platform.

**Control:** Rise High Express Media, LLC shall retain full control of the Mobile Billboard at all times and the advertiser/client has no rights to demand or specify and aspect of operation.

**Modification:** Any modification of this contract must be in writing and signed by both parties

**Non-Assignment:** Advertiser/Client shall not assign or subcontract this contract, in whole or in part, without prior written consent of High Rise Express Media, LLC.

**Default:** The following shall constitute default under this Contract:

1. The nonpayment by Advertiser/Client for any sums required under this Contract;
2. The interference by Advertiser/Client of Rise High Express Media, LLC operation of the Mobile Billboard;
3. The violation by Advertiser/Client of any of any other term or condition of this Contract.

**Enforcement:** Advertiser/Client shall pay High Rise Express Media, LLC. Costs and expenses, including attorney fees, incurred by High Rise Express Media, LLC. In enforcement of this Agreement or incurred as a result of Advertiser’s default.

**Rejections, warrants, guarantees & approvals:** The Advertiser/Client warrants that all approved designs, artwork, or advertisements do not infringe upon any trademarks or copyrights either state, federal, or local. The Advertiser/Client agrees to hold, defend & indemnify Rise High Express Media, LLC & its associates, Free & Harmless from any and all losses, liability, claims and demands, including attorney’s fee or other fees, any suite that arise from any advertisement placed on billboard or any verbal ad content or subject matter including partial contents of ads or copy displayed on board in pursuant of this Contract.

**Service Interruptions**: In the event the mobile billboard cannot service the contract due to equipment failure, mechanical breakdown, or weather. There will be a grace period of 1 hour to fix the issue. After this grace period the contract rates will be prorated & credit given in the amount equal to the time of loss beyond the 1 hour grace period. The time will be added to the end of the contract time if possible.

**Exclusivity:**  If the box is checked on page 1 Advertiser/Client stipulates that Rise High Express Media, LLC cannot pursue an offer from another potential advertiser for a period of time listed in Contract.

**Guarantees:** High Rise Express Media, LLC DOES NOT guarantee the amount of “images” or the number of “spots” during any given contract term. Generally a “spot” within a rotation will generate approximately 30 “images” per hour. High Rise Express Media, LLC will strive to meet this goal, but during seasonal peeks and demands, an Advertiser/Client may experience more or less than 30 images per hour. If the billboard is rented exclusively by the above Advertiser/Client, all images rotating will be based on the advertiser’s request.

**Artwork, Scheduling & Rotations:** Generally the Advertiser/Client is expected to provide artwork. High Rise Express Media, LLC can provide artwork for the customer for a nominal fee. Depending upon the difficulty of the art, basic block letters & word or digital pictures can be used with no artwork fee.

**Oklahoma Law:** This Agreement shall be construed under Oklahoma Law.

**Integration.** It is expressly agreed that High Rise Express Media, LLC is not bound by any stipulation, representation or agreements, verbal or otherwise, which are not printed or written in this contract. The contract represents a complete integration of all prior negations.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Initial**