



ADVERTISING TERMS & CONDITIONS

PAYMENTS: PAYMENT WILL BE DUE UP FRONT BEFORE ADVERTISEMENT WILL BE SCHEDULED TO RUN. FOR CONTRACTS LONGER THAN 4 WEEKS, A MONTHLY BILLING CYCLE CAN BE USED WITH PAYMENT DUE AT THE FIRST OF THE NEXT SCHEDULED RUN. IF PAYMENT IS NOT RECEIVED ON THE DUE DATE THEN THE AD WILL NOT RUN AND IT COULD BE REPLACED WITH THE NEXT AVAILABLE OR WAITING CUSTOMER.

SERVICE INTERRUPTIONS: IN THE EVENT THE BILLBOARD CANNOT SERVICE THE CONTRACT DUE TO POWER OUTAGES CAUSED BY WEATHER OR OTHER NON-CONTROLLABLE "NATURAL" ACTS, THERE WILL BE A GRACE PERIOD OF 60 MINUTES TO RESTORE THE POWER FAILURE. AFTER THIS GRACE PERIOD THE CONTRACT RATES WILL BE PRORATED & A CREDIT GIVEN IN THE AMOUNT EQUAL TO THE TIME OF POWER LOSS BEYOND THE 60 MINUTE GRACE PERIOD. ANY LOST ADVERTISING TIME LOST DUE TO MALFUNCTIONS IN THE BILLBOARD EQUIPMENT, A CREDIT WILL BE GIVEN WITHOUT A GRACE PERIOD EQUAL TO THE TOTAL TIME LOST TO REPAIR.

PAYMENT: THE BILLING CYCLE WILL BEGIN ON THE DAY THE AD STARTS. PAYMENT IS DUE WITHIN 15 DAYS OF DATED INVOICE. ALL PAYMENTS ARE DUE UP FRONT BEFORE AD IS SCHEDULED TO RUN. LATE FEES MAY BE ASSESSED FOR EACH INVOICE IF PAYMENT IS NOT RECEIVED WITHIN 15 DAYS.

ARTWORK REJECTIONS/APPROVALS: THE CUSTOMER/ADVERTISER WARRANTS THAT ALL APPROVED DESIGNS, ARTWORK, OR ADVERTISEMENTS DO NOT INFRINGE UPON ANY TRADEMARKS OR COPYRIGHTS EITHER STATE, FEDERAL, OR LOCAL. THE CUSTOMER/ADVERTISER AGREES TO HOLD, DEFEND, & INDEMNIFY CWBILLBOARD AND ITS ASSOCIATES, FREE & HARMLESS FROM ANY AND ALL LOSSES, LIABILITY, CLAIMS, AND DEMANDS, INCLUDING ATTORNEY'S FEES OR OTHER FEES, ANY SUITS 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.

CWBILLBOARD RESERVES THE RIGHT TO REJECT OR WITHDRAW ANY AD OR COPY EITHER BEFORE OR AFTER POSTING TO BILLBOARD.

THE CUSTOMER/ADVERTISER IS TO PROVIDE ARTWORK. CWBILLBOARD CAN PROVIDE ARTWORK FOR THE CUSTOMER FOR A NOMINAL FEE. DEPENDING UPON THE DIFFICULTY OF THE ART, BASIC BLOCK LETTERS & WORDS OR DIGITAL PICTURES CAN BE USED WITH NO ARTWORK FEE.

CONTRACT TERMINATION A CUSTOMER/ADVERTISER MAY TERMINATE A CONTRACT AT ANY TIME DEPENDING ON THE CONTRACT RATE AND/OR THE DISCOUNTED RATE FOR EXTENDED CONTRACTS, BUT MAY BE SUBJECT TO PENALTIES EQUAL TO THE AMOUNT VS. THE USED DURATION OF THE ORIGINAL CONTRACT. CWBILLBOARD RESERVES THE RIGHT TO TERMINATE ANY CONTRACT AT ANY TIME FOR ANY REASON.