

TERMS AND CONDITIONS OF ADVERTISING SERVICE

1. The Advertiser agrees to furnish cards or posters for said advertising and to deliver the same to the MTD (803 E. University Ave., Urbana, IL 61802) at least ten (10) working days before the installation date, without expense to the MTD. The text and illustrations on the cards and/or posters and the paper and/or display material used shall be subject to the MTD Advertising Guidelines (page 11) and the MTD's decision as to acceptability shall be final.
2. Loss of service due to failure of the Advertiser to furnish cards or posters as provided above for installation on the stated commencement date shall be the Advertiser's loss. The advertiser's failure to timely furnish cards or posters for all contracted vehicle spaces shall constitute a partial breach of contract and entitle the MTD to offer the unused space to other interested parties. The MTD will issue a credit to advertiser in an amount equal to fees received from others for the unused portion of advertiser's contract.
3. Should the Advertiser's cards or posters be damaged, defaced, mutilated, or spoiled by reason of storm, flood, strikes, ordinary wear and tear, or any other cause, replacement cards or posters shall be furnished by the Advertiser upon the MTD's request, without liability or expense on the part of the MTD.
4. Advertiser shall indemnify and save harmless the MTD against any liability to which the MTD may be subjected by reason of the advertising material displayed under this contract, including but not limited to liability for infringements of trademarks, trade names, copyrights, invasion of privacy rights, defamation, illegal competition or trade practices, as well as including all costs and attorney's fees incurred in defending such action.
5. Loss of service due to strike, lockout, fire, flood, riot or other causes beyond the control of the MTD shall not constitute breach of this agreement, but in such event, Advertiser shall be entitled to a pro rata credit for such loss or, at the option of the MTD, additional service or an extension of the term of service equivalent to the service lost.
6. In the event the MTD or its representatives shall at any time disapprove any advertisement, the MTD shall have the right to remove said advertisement forthwith. The MTD accepts this contract subject to all Federal, State, and Municipal laws and regulations with respect to the advertising matter to be displayed. In the event such advertising becomes illegal, the MTD reserves the right to terminate same, and the Advertiser shall receive a pro rata credit from the date of removal of such advertisement.
7. The MTD reserves the right to cancel this contract any time upon default by the agency and/or Advertiser in the payment of bills, or other breach, or in the event of any material violation on the part of the Agency and/or Advertiser of any of the conditions herein named and upon such cancellation, all advertising done hereunder, including short term rates or other charges under this contract, and unpaid, shall become immediately due and payable. No waiver of any term or condition of the MTD's advertising service or agreement, including acceptance of late payment, shall be construed as a waiver of any other term or condition, including timeliness of payment. In the event of any such breach or breaches, the MTD shall be discharged from any obligation to continue to display the Advertiser's copy; and, in the event of suit for collection of unpaid accounts, all costs of suit, including reasonable attorney's fees, may be added to the monies owed.

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continued

8. The MTD shall not be responsible for cards or posters not reclaimed by the Advertiser within ten (10) days after expiration of the contract. The MTD shall not be responsible for the return of any posters already mounted (i.e. pasted or similarly affixed to panels owned by MTD).
9. Contract is not assignable by the Advertiser.
10. Contract becomes effective when executed by the MTD and contains the full agreement of the parties, and no other representation or assurance, verbal or written, shall affect or alter the obligation of either party hereto.
11. Either party may cancel the contract without prejudice after completion of any month's service by giving at least sixty (60) days written notice; however, in such event, the Advertiser shall pay the short rate as published.
12. Any bill rendered to the agency and/or Advertiser shall be conclusive as to the correctness of the items therein set forth and shall constitute an account stated unless written objection is made thereto by the agency and/or Advertiser within thirty (30) days from the rendering thereof.
13. Advertiser's cards or posters must meet all MTD Advertising Guidelines (page 11). MTD reserves the right to reject or remove any advertising which it deems not to be in full compliance with these guidelines.