

ADDITIONAL TERMS AND CONDITIONS

SECTION 2. COMMENCEMENT AND HOLDOVER

If completion of any display is delayed, the Advertiser agrees to pay when billed the portion of the monthly payment allocable to displays that have been completed. If this is renewal display agreement, it is agreed that the display shall have been considered to have been placed in service on the day immediately following the expiration date of the previous display agreement.

Advertiser agrees to notify Jones in writing not less than ninety (90) days prior to the expiration date of this display agreement if it desires to terminate this display agreement at the expiration of the above specified term. Unless advertiser so notifies Jones or Jones notifies the Advertiser of its desire to terminate, the parties agree that this display agreement shall remain in force at the rate applicable at said expiration until the Advertiser thereafter gives Jones ninety (90) days notice or Jones thereafter gives the Advertiser written notice of its intention to terminate and then shall expire upon the expiration of said notice.

SECTION 3. PROVISION OF COPY

Advertiser shall furnish the copy and any special treatment specifications within thirty (30) days after the acceptance of this display agreement. In the event the Advertiser does not furnish said copy and any special treatment specifications within the time provided, the term of this display agreement and billing therefore shall begin.

SECTION 4. PAYMENT

Advertiser shall pay in advance to Jones within five (5) days after the display has been placed in service, an amount based on the monthly rate for the first twelve (12) months prorated for the period from the day on which the display is placed in service to the end of that calendar month. Advertiser shall thereafter pay in advance the applicable monthly rate on the first business day of each month during the terms of this display agreement and any extensions thereof.

SECTION 5. LATE CHARGE

Advertiser agrees that with respect to any amount owned hereunder which is due for seven (7) days, in addition to the amount owed, Advertiser shall pay late charge equal to 1 ½ % of such unpaid amount for each month this payment remains unpaid (18% per year) or the maximum amount permitted by law, whichever is less, on such amount calculated from the date the amount first became due.

SECTION 6. ENTIRE AGREEMENT, MODIFICATION AND SUCCESSOR'S INTEREST

It is understood that this agreement constitutes the entire display agreement and understanding between the parties hereto and supersedes all prior representations, understandings and agreements. It is further understood that the terms of this display agreement cannot be waived, amended or modified in any way except by written agreement by Advertiser and by an executive officer of Jones or the General Manager of the office of Jones indicated herein.

Upon such acceptance this display agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, executors, administrators and assigns (accepted assigns in the case of the Advertiser see Section 16).

SECTION 7. COMMISSION PAYMENTS AND USE OF ADVERTISING AGENTS

The monthly billing to be paid Jones is not subject to any reduction for commission or any other similar charges from any agent of Advertiser, unless noted herein. In that event, such commission shall serve to reduce the monthly billing only if payment of the monthly invoices is made when due.

If this display agreement is signed by an advertising agency, broker or agent, either on behalf of the actual advertiser or in addition to the actual advertiser, the term "Advertiser" used herein shall include both the actual advertiser and the advertising agency, broker or agent, and all obligations the Advertiser hereunder shall be the joint and several obligations of both the actual advertiser and the advertising agency, broker or agent, except that, in the event that Jones receives formal written notification that the advertising agency, broker, or agent is longer the authorized agent of the actual advertiser, Jones may relieve the advertising agency, broker or agent of such obligation by written modification of this agreement in the manner provided herein. Said advertising agency, broker or agent represents that it is authorized by the actual advertiser to execute this display agreement.

SECTION 8. PAYMENT ADJUSTMENTS DUE TO CHANGES IN GROUND LEASE

If at any time the annual cost to Jones of the sign location ground lease for the display contemplated by this agreement exceeds twenty percent (20%) of Advertiser's net monthly payment for the display, Advertiser is to pay Jones such excess within thirty (30) days of the date of invoice thereof.

SECTION 9. BREACH

Any failure by Advertiser to pay when due any amounts owed hereunder is to be considered breach of this display agreement. Advertiser acknowledges that the display it has agreed upon is to designed, fabricated, painted and installed expressly for the Advertiser, that Jones' major expense in fulfilling this display agreement is incurred in providing the display, that such major expense is incurred on the Advertiser's representation that it will pay timely all amounts due hereunder and that the display has very limited value to Jones unless used for the Advertiser. Advertiser further acknowledges that is impractical and extremely difficult to measure the exact loss to Jones in the event Advertiser were to breach this display agreement. Accordingly, the parties agree that if Advertiser files or has filed against it a bankruptcy petition, is placed in receivership, makes an assignment for the benefit of creditors or fails to

make when due any payments owed hereunder and such failure continues for thirty (30) days, or otherwise breaches this agreement and fails to cure such breach within thirty (30) days of its commission of such breach, then, in any of such events, in addition to any other rights Jones has or may have at law or equity, Jones shall be entitled, without notice, to payment immediately from Advertiser of not only all amounts then due but also eighty percent (80%) of the balance owed for the unexpired term of the display agreement in liquidated damages and not penalty. The parties agree that the liquidated damages are reasonable in light of the anticipated or actual damage caused by such breach and are not intended nor are they a penalty, Should Advertiser breach this display agreement, in addition to any other rights Jones has or may have at law or equity, Jones may, at its option, without prior notice, at any location(s) remove the Advertiser's message until the default is cured and the cost of removal and replacement is paid by the Advertiser and/or may permanently remove the advertising message from the display and replace it with that of another advertiser, without incurring any liability for such removal or replacement.

Should Jones elect to collect any delinquent payments due from Advertiser or bring suit for default of any other item, covenant or condition of this Agreement, Advertiser agrees to pay all reasonable attorney's fees and expenses, including but not limited to professional collection service charges and court costs. Any judgment tendered in favor of Jones shall be without relief from valuation and appraisal laws and bear the maximum interest allowed by law.

SECTION 10. LOCATION, RELOCATION, CONDEMNATION AND CANCELLATION

Jones may, exercising its sole reasonable judgment, choose the location for the display. If for any reason the display's location described herein cannot be obtained, Jones may, exercising its sole reasonable judgment, choose the best available alternative location for the display. Any relocation of the display necessitated by threatened or actual loss of location or inability to maintain the display, due to state laws, local ordinances, rerouting of highways or similar causes, including but not limited to condemnation, shall be at Jones' expense.

At Jones' option, billing for the display for the period during which such location is being accomplished and/or the display is not in place shall abate or Advertiser is to be issued a credit after such period in the amount of one hundred (100) percent of the prorated monthly rate paid during such period. Any relocation of a display requested by Advertiser shall be subject to Jones' approval and shall be at advertiser's expense and there shall be no abatement or credit of the monthly rate during such period.

In the event any legal action is taken or threatened to be taken by any governmental authority pursuant to law, to condemn the ground location for the display or otherwise take such display as alternative to relocating the display, Jones shall also have the right, at its option, to cancel this display agreement or to reduce its term, (this provision shall not apply when the need to relocate is at Advertiser a request), and to make a voluntary or involuntary sale of said display to any such governmental authority. In the event of such a sale to a governmental authority, Advertiser will not be entitled to any proceeds of the property sold.

In the event of the imposition on Jones of any taxes or license loss which increase Jones' costs to perform its obligations under this display agreement or the cancellation of the underlying ground lease, Jones shall have the right, at its option, either to cancel this display agreement or to reduce its terms.

In any instance of cancellation of this display agreement or reduction its term, Jones will not be liable to the Advertiser in any way except to return any amounts paid by Advertiser for the unexpired term of this display agreement.

SECTION 11. MAINTENANCE

Jones agrees to maintain the display in good condition through the term of this display agreement, including replacing and repairing any damaged parts of the display subject to the provisions below.

Jones retains exclusive control and supervision of the installation, maintenance and removal of displays and over the structure(s) on which they are displayed. It is expressly agreed that Jones shall not be held liable for loss or damage on account of delays in installation or inability to maintain said displays due to strikes, fires, governmental laws, rules, regulations, inability to secure specified material, acts of God, or loss of location or other similar causes.

If the display is damaged to an extent which prevents the displaying of Advertiser's message thereon, which damage is not caused by the Advertiser, at Jones' option, billing for the display shall abate for the period of prevention or Advertiser is to be issued credit after cessation of such prevention. In the instance of either the abatement of the billing or the credit after cessation, the amount of said abatement or credit to the monthly rate during the period of prevention, will equal the prorated portion of the Advertiser's message display of which has been prevented as determined solely by Jones.

If there is loss of illumination on a Type II display initially or during the term of this agreement, which is not caused by Advertiser, Advertiser is to be issued credit after cessation of the loss of illumination in the amount of twenty percent (20%) of the applicable monthly rate prorated for the period of such loss except that if any governmental authority utility restricts or eliminates illumination of display, the following items shall govern the amount, if any, of the credit:

- a. In the case of governmental or utility actions resulting in reduction of hours of illumination, no credit shall be allowed or due Advertiser.
- b. In the case of governmental or utility actions resulting in the total elimination of illumination, Advertiser shall be entitled to a credit of ten percent (10%) of the applicable monthly rate prorated for the period of non-illumination.

SECTION 12. CLAIMS FOR CREDITS & LIMITATION OF REMEDIES

Any claim of Advertiser alleging Jones' failure to properly perform this display agreement is limited to the credits or other remedies set forth in Sections 10 and 11 and shall not be cause for cancellation or termination of this display agreement without Jones' written consent. Any such claim for credit shall not be valid unless made in writing to Jones within thirty (30) days of the date that the Advertiser alleges that Jones first failed to properly perform.

SECTION 13. DISPLAY REMAINS JONES' PROPERTY

It is understood that the display covered by this display agreement is and shall remain the exclusive property of Jones and, as such, cannot be subcontracted (or subleased) or removed by Advertiser.

SECTION 14. REPAINT OR COPY CHANGES

Unless otherwise agreed in writing, Advertiser shall pay Jones in advance for any repainting or changes in copy on the display made during the term of this display agreement at Advertiser's request. Advertiser is obligated to continue making the monthly payment during any period when the display is being repainted or the copy is changed. Advertiser shall furnish to Jones repaint or copy changes sixty (60) days prior to the respective scheduled repaint or desired change.

SECTION 15. HOLD HARMLESS

Jones agrees to save the Advertiser harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from the display covered by this display agreement due to the placement or manner of the installation and maintenance of the display, and agrees to carry, at its own cost and expense, adequate public liability insurance covering such contingencies so long as this display agreement shall remain in effect. The Advertiser agrees to indemnify and save Jones harmless including any legal fees and costs from any and all claims or demands based upon the use of any name, picture or other material in the display covered by this display agreement. Further Jones reserves the right to reject or remove any copy which, in its opinion, before or after placing the display in service is objectionable or any way might adversely affect the integrity of the outdoor advertising industry or the professional reputation and goodwill of Jones regardless of any commitment herein or otherwise.

SECTION 16. ASSIGNMENT OF DISPLAY AGREEMENT

In the event of the sale, transfer, assignment, trade or termination of the Advertiser's business, Advertiser agrees to pay not only the amount then due, but also eighty percent (80%) (one hundred percent (100%) in the event of a sale, transfer, assignment, trade or termination of Advertiser's business in the last six (6) months of the original or any renewal terms of this display agreement) of all monthly charges remaining unpaid under this display agreement within thirty (30) days after said sale, transfer, assignment, trade or termination, unless (a) said display agreement has been assigned to and accepted in writing by any person, or officer, authorized to bind the firm, corporation or person acquiring Advertiser's business and (b) the assignment is accepted in writing by an executive officer of Jones or the general manager of the office of Jones indicated herein. However, even if Jones accepts such assignment such acceptance shall not release Advertiser from liability for any and all amounts then due and owing Jones as well as the balance due over the unexpired term of the display agreement. Should any Jones assignee of the Advertiser breach any term of this display agreement, upon such breach, Jones shall be entitled to invoke any of the remedies identified in this agreement or otherwise without further notice to the advertiser against the Advertiser or the Assignee or both Jones may choose. Except as provided in this Section 16 this Agreement may not assigned by the Advertiser.

SECTION 17. CHOICE OF LAW AND ADMISSABILITY OF COPIES CONTRACT

The parties to this agreement hereby agree to resolve all disputes arising out of and related to this display agreement pursuant to the laws of the State of Wisconsin. This agreement is to signed by each of the parties hereto and it is agreed and stipulated that any of the signed copies of this agreement may be admitted into evidence in any litigation relating to the enforcement of this agreement. However if the language on any copies differs from the other copies, the language contained in the original copy of this agreement, if available, shall be deemed to be the controlling language.

SECTION 16. GENERAL PROVISIONS

- a. The paragraph headings in this display agreement are used for convenience are not intended to alter or affect this agreement's meaning.
- b. The invalidity, in whole or in part, of any provision of this display agreement shall not affect the validity or enforceability of any other of its provisions.
- c. Jones' failure to insist in one or more instances upon the performance of any term or terms of this display agreement shall not be construed as a waiver or relinquishment of Jones' right to such performance or the future performances of such term or terms, and Advertiser's obligation with respect thereto shall continue in full force and effect.

It is understood by the parties that any use of the word "display" may include more than one display face in such display and accordingly, the rights and remedies of the parties will be appropriately prorated if less than all the display faces are affected under any of the sections of this display agreement.

AGREEMENT NO:

I have read and agree to the Additional Terms and Conditions of this Bulletin Display Agreement.

Signature _____ Date _____