

TERMS & CONDITIONS

1. Unless terminated early in accordance with Paragraph 13 below, Advertiser is liable for the Total Amount Due. Advertising service begins on the Start Date and concludes on the End Date. The term “Advertiser” includes Advertiser, Advertiser’s advertising agency, and any other agents, representatives, or licensees of Advertiser.

2. The content and design of the Advertisement(s) to be used in the Product(s) (the “AD”) are subject to approval by CARTA. If Advertiser fails to provide CARTA with an AD which CARTA approves, CARTA may terminate this Contract without charge to Advertiser.

3. Advertiser shall contract and pay for the production, installation, and removal of the AD. If the AD is installed and/or removed by any third party installation company, Advertiser will be directly responsible to that company for the cost of installation and removal. CARTA is not responsible or liable for any damages resulting from the production, application, or removal process. ADs will be produced in compliance with specifications provided by CARTA as to size, material, and other requirements. If ADs are delivered which do not comply with such specifications, Advertiser shall be responsible for correcting any defects.

4. Advertiser shall deliver the printed materials for the AD to CARTA on or before the Delivery Date. For standard signage, the Delivery Date is 15 days prior to the Start Date. For bus wrap displays, the Delivery Date is 30 days prior to the Start Date. CARTA may begin display of the AD at any time after Advertiser has delivered the AD. Upon delivery, Advertiser grants CARTA permission to use the AD in any manner to promote CARTA’s business. Any modification of the AD is subject to the approval of CARTA. If CARTA refuses to modify the AD, CARTA’s refusal does not constitute a breach of this Contract and Advertiser remains liable for the Total Amount Due.

5. If Advertiser fails to deliver the approved AD on or before the Delivery Date, or if Advertiser requests that the AD be modified after the Delivery Date, 1) CARTA shall have 30 business days from the date of delivery or modification request in which to commence the display of the modified AD; and 2) Advertiser will still be responsible for charges beginning on the revised Start Date, as specified in Paragraph 12.

6. If Advertiser delivers the AD on or before the Delivery Date and does not request any modifications, and if display does not commence on or before the Start Date, Advertiser shall be entitled to CARTA’s choice of either a pro rata credit for each display day lost, or an extension of the term equal to the number of display days lost.

7. Upon completion of the Contract, CARTA is not responsible for any AD or copy thereof which is not retrieved by the Advertiser within 30 days of the expiration or termination of this Contract. CARTA is not responsible for delivering any AD or copy thereof to the Advertiser.

8. If the AD, while in CARTA’s possession, is lost or stolen or damaged, defaced, mutilated, or spoiled by reason of storm, flood, strike, vandalism, ordinary wear and tear, or any other cause not the fault of CARTA, Advertiser will provide CARTA with a replacement copy upon CARTA’s request, without liability or expense to CARTA.

9. Inability to display the AD due to strike, lockout, fire, flood, riot or other causes beyond CARTA’s control shall not constitute a breach of this Contract, but in such event, Advertiser shall be entitled to CARTA’s choice of either a pro rata credit for each display day lost, or an extension of the term equal to the number of display days lost.

10. If a) CARTA does not approve the AD; b) adverse publicity of any nature results from display of the AD; c) the AD is found to be in violation of any federal, state, or municipal law; or d) CARTA no longer has a right to display the AD as required under this Contract, CARTA

may immediately terminate this Contract and remove the AD, and Advertiser shall be responsible for payment of the pro rata fee equal to the number of days during which the AD was displayed, and CARTA’s termination shall not constitute a breach of this Contract.

11. Advertiser shall indemnify and hold harmless CARTA against any liability imposed as a result of displaying the AD, including, but not limited to, liability for trademark or copyright infringement, invasion of privacy rights, defamation, or illegal competition or trade practices. Advertiser shall pay CARTA’s reasonable expenses, court costs, and attorneys’ fees if CARTA is forced to defend any action as a result of displaying the AD.

12. CARTA will deliver a bill for each month’s service to Advertiser on the first of the month. Payment for each bill is due to CARTA within 30 days. Advertiser’s failure to pay a bill in full within 30 days constitutes a breach of this Contract. All amounts unpaid within 30 days of the first of the month are subject to a late payment charge of 1.5 percent per month. Any bill delivered to Advertiser shall constitute an account stated and shall be considered conclusive and correct, with respect to both individual charges and the total amount due, unless Advertiser objects to the bill’s accuracy in writing within 15 days of delivery.

13. CARTA or Advertiser may terminate this Contract at any time, but must provide the other party ninety (90) days’ written notice. If Advertiser terminates this Contract, a) Advertiser is responsible for the regular charges prorated for the 90 days; and b) CARTA will continue to display the AD for 90 days, unless Advertiser requests that the AD be removed, in which case Advertiser is still liable for the ninety (90) day pro rata charge.

14. CARTA shall provide Advertiser with 90 days written notice of any change to this Contract’s monthly rate. In the event that the monthly rate changes, Advertiser may terminate this Contract by providing CARTA with written notice at least 30 days prior to the rate change, in which case the Advertiser shall remain liable for all services delivered until the rate change and CARTA will remove the AD on the date of rate change.

15. If Advertiser breaches any of the terms of this Contract, CARTA will provide Advertiser with written notice of breach. Upon delivery of written notice of breach, a) CARTA may terminate this Contract; b) CARTA may also accelerate all amounts due under this Contract which are unpaid, and these amounts shall become immediately due and payable; c) Advertiser shall be liable for all reasonable expenses, costs, attorneys’ fees, and court costs related to collection that are incurred by CARTA; and d) CARTA may immediately remove the AD. CARTA may invoke its rights under this Paragraph at any time after Advertiser’s breach and any delay in doing so shall not constitute a waiver of these rights.

16. This Contract constitutes the full agreement of CARTA and Advertiser, and no written or oral representation, promise, or assurance, which is not contained in this Contract, shall affect or alter the liabilities or obligations imposed by this Contract. This Contract can only be modified by a written amendment signed by CARTA and Advertiser. This Contract is not assignable by Advertiser. This Contract becomes effective on the date CARTA executes this Contract or on the date Advertiser executes this Contract, whichever is later. This Contract shall be construed in accordance with and governed by the laws of the State of Tennessee.

I have read, I fully understand, and I unconditionally agree to the Terms and Conditions above.

ADVERTISER’S SIGNATURE

DATE