



sign company inc.

ADVERTISING DISPLAY CONTRACT NON-CANCELLABLE & NON-ASSIGNABLE

85 Burnett Street
Crossville TN 38555-4272
(931)484-9591 Ph. (931) 456-9846 Fax
service@flynnsigns.net

Contract No. _____

ADVERTISER: City of Crossville

BILLING ADDRESS: 392 N Main Street
Crossville, TN 38555 - 4232

We, the undersigned (hereinafter referred to as "Advertiser") agree with FLYNN SIGN Co., INC. (hereinafter referred to as "Lessor") to place in service and maintain an advertising display subject to the conditions and instruction at the bottom of this contract for such prices per month for each location as are indicated on this display contract and to maintain said display from the day the copy is completed on the display and the remainder of that month (the "proration period") plus

DISPLAY COPY: _____

CONTACT: Greg Wood, City Manager

E-MAIL ADDRESS: greg.wood@crossvilletn.gov

PHONE: 931-484-7060 FAX: _____

12	Effective date: <u>07/01/2022</u>
months	Expiration date: <u>06/30/2023</u>

This display contract shall be deemed an offer to contract and shall not obligate Lessor in any way until it is accepted and signed by an executive officer of Lessor indicated herein at the principle office of Lessor. The parties agree that this agreement has its inception, been originated, offered and accepted in Cumberland County, Tennessee, and any claims arising from, out of or under this agreement shall be filed and maintained in a court located in Cumberland County, Tennessee, of competent jurisdiction.

LOCATION AND DESCRIPTION	Rate
<i>Digital Rotary Gold Plan - Rotates Monthly to one of these locations:</i> 1. West Ave at 5 points 2. S. Main across from CMC 3. N. Main at Cumberland Plaza 4. Peavine Rd. just across I-40 5. N. Main at the Elmore Rd. Intersection 6. Lantana Rd at the Dunbar Rd Intersection	\$695.00 per month
<i>Silver Plan at 5 -points downtown</i>	\$205.00 per month (special discounted rate)
	Total \$900.00 per month
PRODUCTION COST & NOTES <i>Includes up to (4) art changes per month</i>	
<small>Tax will be added to all production where applicable.</small>	

BY _____
FLYNN SIGN CO., INC.

TITLE _____

DATE _____

AUTHORIZED SIGNATURE/ADVERTISER _____

NAME & TITLE (TYPE OR PRINT) _____

DATE _____ Sales Rep JH

ADDITIONAL TERMS AND CONDITIONS

SECTION 1. HOLDOVER:

This agreement shall be renewable, under the same terms and conditions, at the end of the current term for a successive sixty (60) day term unless either party gives written notice of its intention not to renew sixty (60) days prior to expiration of the original term or any extended term.

SECTION 2. LATE CHARGES:

Advertiser agrees that with respect to any amount owed hereunder which is due for seven (7) days, in addition to the amount owed, Advertiser shall pay a late charge equal to 1 1/2% of such unpaid amount for each month this payment remains unpaid (18% per year) or the maximum amount permitted by law, whichever is greater, on such amount calculated from the date the amount first became due.

SECTION 3. BREACH:

Any failure by Advertiser to pay when due any amounts owed hereunder is to be considered a breach of the display contract. The parties agree that if Advertiser files or has filed against it a bankruptcy petition, is placed in receivership, makes an assignment for the benefits of creditors or fails to make when due any payments owed, or otherwise breaches this contract 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 Lessor has or may have at law or equity, Lessor shall be entitled, without notice, to payment from Advertiser not only of all amounts then due and may accelerate the balance owed for the unexpired term of the display contract to be considered due immediately. In addition, Lessor 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. In the event of such replacement with the message of another advertiser, the Advertiser agrees to be responsible and pay the cost of the design fabrication, production, and installation of the replacement advertiser's display. Should Lessor elect to collect any delinquent payments due from Advertiser or bring suit for default of any other item, covenant, or condition of this contract, Advertiser agrees to pay all reasonable attorneys fees and expenses, including but not limited to, professional collection services and court costs. Any judgement rendered in favor of Lessor shall be without relief from valuation and appraisal laws and bear the maximum interest allowed by law.

SECTION 4. CANCELLATION:

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

SECTION 5. ASSIGNMENT OF DISPLAY CONTRACT:

It is understood that this contract constitutes the entire display contract and understanding between the parties hereto and supercedes all prior representation, understanding and contract, other than signed contracts for other Lessor locations. It is further understood that the terms of this display contract cannot be waived, amended, or modified in any way except by written contract by Advertiser and by an executive officer of Lessor. Under such acceptance this display contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, executors, administrators and assigns.

SECTION 6. ENTIRE CONTRACT, MODIFICATION AND SUCCESSOR'S INTEREST:

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 one hundred percent (100%) of all monthly charges remaining unpaid under this display contract within thirty (30) days after said sale, transfer, assignment, trade or termination, unless (a) said display contract 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 Lessor. However, even if Lessor accepts such assignment, such acceptance shall not release Advertiser from liability for any and all amounts then due and owing Lessor as well as the balance due over the unexpired term of the display contract. Should any assignee of the Advertiser breach any term of this display contract, upon such breach Lessor shall be entitled to invoke any of the remedies identified in this contract or otherwise without further notice to the advertiser, against the Advertiser or the Assignee or both as Lessor may choose. Except as provided in Section 6 this contract may not be assigned by the Advertiser.

SECTION 7. ADMISSIBILITY OF COPIES OF CONTRACT:

It is agreed that any signed copy, photocopy or other electronic or telephone facsimile of this display contract may be admitted into evidence in any litigation relating to the enforcement of this display contract. However, if the language on any copies differs from the other copies the language contained in the original copy of this display contract, if available, shall be deemed to be the controlling language.