

DIGITAL SIGN SPONSOR PLACEMENT AGREEMENT

CLIENT INFORMATION

Company Name _____

Address _____

Phone _____ Fax _____

Email _____ Website _____

Primary Contact Name _____

Phone _____ Email _____

Contact for Artwork if different from above: _____

Phone _____ Email _____

THIS AGREEMENT will be in effect between Mentor Companies LLC dba Mentor Media and _____ starting on _____ and ending on _____ .

DIGITAL MATERIAL SPECIFICATIONS

All videos or images are **576 x 432** pixels and displayed in **8 second** intervals.

SITE: 795 E Tropicana Avenue

Digital Material will be displayed on boards (Check):

- Board 1: South Facing - Airport Exit - Next to building - North Bound Traffic - Single Face
 - Board 2: South Facing - Airport Exit - Next to building - North Bound Traffic - Single Face
 - Board 3: North East Facing - Towards College West Bound Tropicana Traffic
 - Board 4: West Facing - Towards Las Vegas Strip - Eastbound Tropicana Traffic
- Rotation between all four boards

Vegas Podcast Sponsor is \$1250 per month. Mentor Companies LLC will choose board or boards to best fit sponsor needs. VP Sponsor logo will be visible on all ads placed on boards. 24" x 12" in one corner of the display. Link on Vegas Podcast affiliate page, podcast episode shot with company and creatively built into podcast promotions throughout month.

Special instructions and/or notes:

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PAYMENT TERMS

A signed agreement and payment is due in full before ad runs.

Make checks payable to Mentor Companies LLC

ACH options or wires are preferred and account info is available upon request.

Total Term / Total Cost: _____ (Term) \$ _____ (Total Cost)

TERMS AND CONDITIONS

I. Definitions and Interpretation

Definitions: In this Agreement unless the context otherwise requires:

Digital Material means the Content to be displayed on the Digital Board.

Order means the display material agreed to by the parties in relation to a Display and/or Campaign, which may take any form.

Agreement means this agreement (including the Schedules) as it may be amended from time to time.

Campaign means Site or package of Sites booked on a single Agreement.

Client means the person or company representing a certain company, product, or service and entering into an agreement with Mentor Companies LLC.

Display means the display of the Digital Material on the Site as part of a Campaign.

Site means a digital sign that Mentor Companies LLC is entitled to make available.

Term means the term of the Display, which commences on the Display start date and terminates on the Display end date, in accordance with what is agreed in writing between the parties.

II. Standard Terms and Conditions of Business

The following terms and conditions apply to all digital board services provided by Mentor Companies LLC and form part of this Agreement unless otherwise expressly agreed in writing by Mentor Companies LLC. This Agreement will not bind Mentor Companies LLC until execution by an authorized representative of Mentor Companies LLC.

III. Digital Board Standards

Mentor Companies LLC has the right to refuse unacceptable digital materials and reserves the right to refuse any digital material it deems inappropriate or that does not conform to its graphic specifications.

Mentor Companies LLC accepts no responsibility for the Digital Material prepared by or at the request of the Client.

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Notwithstanding any other term of this Agreement, Mentor Companies LLC reserves the right to approve the content of all Digital Material. Mentor Companies LLC further reserves the right to reject or cancel any Digital Material, Display or Campaign or positioning commitment at any time if Mentor Companies LLC believes on reasonable grounds that the Digital Material, Display or Campaign may subject Mentor Companies LLC to criminal or civil liability, or may bring Mentor Companies LLC's business and reputation into disrepute.

IV. Provision of Artwork by Client

The Client will provide all materials and artwork that are required for display in accordance with Mentor Companies LLC's policies in effect at the time, including without limitation the manner of transmission to Mentor Companies LLC and the lead-time prior to the commencement of the Campaign. Mentor Media will not be required to publish any video or image that is not received in accordance with such policies.

The Client is required to physically proof its own materials and artwork before submission to Mentor Companies LLC. Mentor Companies LLC accepts no responsibility for any errors in the electronic image quality resulting from poor photography or artwork. All graphics will be displayed as per the format provided by the Client.

If the Client uses third parties to serve the advertisement, the Client will be responsible for such third parties' compliance with this Agreement.

V. Charges, Costs and Payment

Unless otherwise agreed in writing, charges for media costs will be invoiced monthly.

All costs associated with design, artwork and preparation of Digital Material for a Site will be payable by the Client.

All costs incurred by Mentor Companies LLC in recovering payment from the Client including (without limitation) all debt collector's fees or commissions, solicitors fees and disbursements and company clerical costs; and

Where the Client has indicated that any costs associated with production, installation or display of the Digital Material should be charged directly to a third party, the Client remains responsible for the costs until such time as they are paid in full by that third party.

If payment is not made in full on or before the due date for payment, Mentor Companies LLC may do either of the following (without limiting any other right it may have):

Charge the Client default interest on the amount outstanding at the rate which is 3% above the overdraft rate charged by Mentor Companies LLC's principal bankers from the due date for payment until payment is received by Mentor Companies LLC compounding monthly; or

Terminate this Agreement and remove any Digital Material (provided however that Mentor Companies LLC will not be obliged to remove any Digital Material).

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VI. Client Warranties as to Ownership

The Client warrants that it possesses full legal right to use, and to allow Mentor Companies LLC to use as contemplated in this Agreement, all information or materials or artwork of whatever kind and whatever form delivered by the Client to Mentor Companies LLC and that no part of any materials used on or in connection with this Agreement will infringe the rights (including intellectual property rights) of any person or will fail to comply with any obligation imposed by law or equity. Approval by Mentor Companies LLC of any artwork or the display of any Digital Materials on a Site does not constitute a waiver of this warranty.

The Client will indemnify Mentor Companies LLC and its officers, directors, employees, and agents for all liabilities, losses, damages, costs, expenses and charges which Mentor Companies LLC may suffer or incur (including any costs incurred on a solicitor/own client basis) as a result of any breach of this warranty or as a result of Mentor Companies LLC being deemed liable to any third party in relation to the Digital Material on a Site.

The Client's obligations pursuant to these warranties survive the termination of this Agreement.

VII. Delivery, Display and Maintenance

Mentor Companies LLC reserves the right to use the digital sign for 48 hours per year for charitable events.

Mentor Companies LLC will arrange the display of the Digital Material on an agreed Site and will retain the right to use its own contractors for any such display.

Mentor Companies LLC will not be responsible for any delay in the commencement of the Display caused by any act or thing beyond its reasonable control, including where bad weather renders the commencement of Display unsafe or impracticable. Where a delay in the commencement of the Display is caused solely by Mentor Companies LLC, the Client will be allocated either a pro rata abatement of the charges or to a pro rata extension to the display of the Digital Material on that Site, or a combination of both subject to Mentor Companies LLC's discretion.

At the termination of a Campaign, Mentor Companies LLC reserves the right to dispose of the Digital Material unless the Client has notified Mentor Companies LLC that it requires the Digital Material to be retained and either forwarded to a specified address or collected by the Client within one month of the termination of the Campaign.

VIII. Inability to Display

In the event that:

any Site or proposed Site becomes permanently or temporarily unavailable to Mentor Companies LLC during the Campaign; or

any Site or proposed Site become excessively burdensome to secure; or

any Display is or becomes completely or substantially obstructed, or partially destroyed or defaced; or

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Mentor Companies LLC for any reason changes or terminates Display at a specific Site or ceases to use any specific Site Mentor Companies LLC will have the right to display the Client's Digital Material at an acceptable replacement location and all terms of this Agreement will remain in effect.

If the parties cannot agree on another acceptable location owned or controlled by Mentor Companies LLC (if any) within ten (10) Business Days after notice by one party to the other of the occurrence of such an event (Notice Period), this Agreement will terminate, with such termination to be effective thirty (30) Business Days after the expiry of the Notice Period, and Mentor Companies LLC will refund the Client on a pro-rata basis for any pre-paid then outstanding Display time as of the effective date of termination.

Mentor Companies LLC will not be responsible for any interruption to the electrical power supply to any Site and the Client will not be entitled to any abatement of Monthly Rates during the period of such interruption.

IX. Limitation of Liability

Except for any express warranty contained in this Agreement, all warranties, descriptions, representations or conditions whether implied by statute or otherwise by law, trade, custom or otherwise are expressly excluded to the fullest extent permitted by law.

Mentor Companies LLC will not be liable in any event for any consequential, indirect or special damage, loss or injury of any kind suffered by the Client (including but not limited to loss of profits or opportunity) even if such loss or damage was foreseeable or Mentor Companies LLC had been advised of the possibility of it occurring.

If Mentor Companies LLC should be held liable to the Client, the total liability of Mentor Companies LLC whether in tort (including negligence), contract or otherwise, for any loss, damage or injury which the Client may suffer or incur as a direct or indirect result of any act or omission of Mentor Companies LLC will be limited, except where statute expressly requires otherwise, to the lesser of:

the charges and costs actually paid by the Client to Mentor Companies LLC under this Agreement; and

the actual loss or damage suffered by the Client.

Mentor Companies LLC shall not be responsible for any failure or delay in the performance of this Agreement where such failure arises out of any fire, act of God, industrial dispute, strike (whether legal or illegal), lockout, curtailment or cessation of traffic ordered by local, state, or federal government, contractor negligence, labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition affecting production or delivery in any manner beyond Mentor Companies LLC's control, carelessness or any other act or thing beyond Mentor Companies LLC's reasonable control.

The Client acknowledges that Mentor Companies LLC has entered into this Agreement in reliance upon the limitation of liability contained in this clause, and that same is an essential basis of the agreement between the parties.

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X. Default, Cancellation and Termination

Both parties may cancel this Agreement with a 30 day written notice.

In the event that:

any amount payable by the Client to Mentor Companies LLC is overdue or in Mentor Companies LLC's opinion the Client is unlikely to be able to meet its payment or other obligations to Mentor Companies LLC;

the Client breaches any other term of this Agreement or fails to meet any other obligation to Mentor Companies LLC; or

the Client becomes insolvent, has a receiver appointed in respect of all or some of its assets, makes or is likely to make an arrangement with its creditors or has a liquidator (provisional or otherwise) appointed, or is placed under statutory or official management, then, in addition to and without prejudice to its other remedies Mentor Companies LLC will be entitled to, in its absolute discretion:

cancel all or any part of this Agreement (and/or any other Agreement which may be in place between the parties for the provision of digital board space at the time any of the events in clause X take place) which remain unfulfilled;

terminate this Agreement (and/or any other Agreement which may be in place between the parties for the provision of digital board space at the time any of the events in clause X take place) immediately;

require the Client to pay any costs of removal of Digital Material displayed under this Agreement (or any other Agreement which may be in place between the parties for the provision of digital board space at the time any of the events in clause X take place).

ACCEPTANCE

CLIENT _____

MENTOR COMPANIES LLC

Authorized Signature

Authorized Signature

Representative Printed Name and Title

Representative Printed Name and Title

Date

Date