



Cnr. Louis Trichardt Blvd & Barrage Rd, Vanderbijlpark, 1911

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Outdoor Advertising Agreement

Authorization: The Undersigned, _____ ,
(hereinafter called the "ADVERTISER") does hereby contract with MITTAL SQUASH COURTS (Pty) Ltd and authorizes M.G. Engelbrecht, Treasurer and Director (hereinafter called the "COMPANY") to maintain the following:

Location of Display Advertising Period Monthly / Total Advertising (Mark with an **X**)

Panel 1 – 8: R 800 PER MONTH	<input type="checkbox"/>	(Nearest from the Robot – Palms)
Panel 9 – 16: R 500 PER MONTH	<input type="checkbox"/>	(Middle of the Fencing)
Panel 17 – 24: R350 PER MONTH	<input type="checkbox"/>	(Nearest to the Robot – Barrage Road)
Inside Panel: R200 PER MONTH	<input type="checkbox"/>	(Inside IS 1-24)

Panel(s) allocated:

Initial Deposit: R _____

Start date: _____

End date: _____

Renewal Date: _____

Renewal amount: R _____

Per month: R _____ (As determined by choice above)

Installation fee: R _____

Total Design and printing of billboard artwork is at Advertiser's cost.

1. DISPLAY PERIOD:

Advertiser understands that the above display panel has been reserved for their exclusive use.

Each display panel will be maintained for a period of _____ months starting on _____ (“COMMENCEMENT DATE”) and ending _____ (“END DATE”).

2. ADVERTISING FEES:

The Advertiser agrees to pay the sum of R _____ in equal monthly payments of R _____ this fee does not include design, printing, nor installation of the Advertisers billboard artwork.

a. A Non-refundable deposit of R _____ (“INITIAL DEPOSIT”) is required to reserve the aforementioned display panel, and is due at the signing of this contract. This deposit will be applied to the first month’s advertising fee. All other payments are due each advertising month, as invoiced.

b. Installation fees will be paid by Mittal Squash Courts.

c. Advertiser agrees to allow Company to run a credit check to determine Advertiser’s credit-worthiness. Should Advertiser not meet Company’s minimum credit criteria the:

i. Company may request a larger deposit, not to exceed the Total Advertising Fee of R _____ (“REVISED DEPOSIT”).

ii. Advertiser may:

1. Remit revised deposit amount within 15 business days of insufficient credit notification. (See 2.b.i. above.)

2. Terminate this contract upon notification of insufficient credit, in which case the Advertiser’s initial deposit will be refunded within 10 business days. (Contract termination due to insufficient credit is the only circumstance under which the initial deposit will be refunded to the Advertiser.)

d. In the event the Advertiser fails to pay any amounts due within 30 days from date of invoice, a finance charge of 1.5% per month (being an annual percentage rate of 18%) will be applied until payment is made.

e. If after forty-five (45) days, sums due under this contract are not paid,

i. The Company reserves the right to discontinue rights under this contract, and resell the contracted display panel(s).

ii. The Advertiser remains responsible for the above contracted advertising fees until another advertiser enters into an advertising contract for the advertising display panel(s) identified above.

Outdoor Advertising Agreement location:

Corner of Louis Trichardt and Barrage Road, Se 6, Vanderbijlpark , 1911

iii. In the event any legal action is required to collect sums due under this contract Advertiser agrees to pay all reasonable attorneys’ fees and court costs necessary to affect such collection.

3. RENEWAL / TERMINATION:

a. Advertiser may have the option of renewing their advertising contract if they have fully met their contract obligations, including timely payment of all advertising fees. (While renewals are not guaranteed, it is the Company's general intent to give Advertiser the "right of first refusal" on contracted advertising space.)

b. If the above advertising location is available to Advertiser for renewal, Company will disclose all terms and fees for renewal in a written contract, 60 Days before the expiry of the contract date - i.e.

_____.

c. Advertiser shall notify Company of their intention to renew their contract by signing and returning their renewal contract 30 calendar days before the expiry of the contract ie

_____.

Advertiser's failure to renew by this date could result in Advertiser's loss of advertising location.

d. Should this contract be terminated by either Advertiser or Company before its end date,

i. Advertiser will continue to be invoiced for their remaining monthly advertising fees until a new advertiser's artwork is installed at the contract location.

ii. Upon Advertiser's notice to Company of contract termination, Company will seek a replacement advertiser for contract location for 12 month contracts:

Should Advertiser cancel this contract after the sixth advertising month, any additional installation fees incurred for the current advertising period shall be reimbursed to Company by the advertiser.

4. COMPANY'S RESPONSIBILITIES:

a. The company undertakes to keep the area in front of the display area clean and tidy. In the event of failure to do the above, the Advertiser will be allowed a pro rata refund of the monthly fee until the area is cleaned.

b. (If applicable) Mittal squash courts (Pty) Ltd will maintain the Clearview fencing and will be kept in good condition, such that all display faces included in this contract are visible.

i. Should the Clearview fencing break the Company shall act in good faith to bring the fencing back into good condition as quickly as possible;

and ii. Company shall credit pro-rata advertising fees back to the Advertiser

iii. The Company's financial liability for structure failure shall be limited to the Advertiser's pro rata advertising fee for the period of inoperability.

iv. The Company shall be harmless for any loss of Advertiser revenue, which may be associated with billboard inoperability.

c. If during the life of this contract, any provincial or municipal taxes are imposed on outdoor advertising, the Advertiser agrees to reimburse the Company, the amount pro rata to this contract or have the option to cancel the contract.

d. The Company shall not be responsible for any failure or delay in the performance of undertakings hereunder when due to fire, governmental restrictions, strikes, lockouts, acts of God, or any other act or thing beyond its control.

e. The Company shall not be responsible for any damage to Advertiser's billboard caused by wind, sun, or other conditions or events outside of the Company's control.

5. BILLBOARD ARTWORK:

a. Design: Artwork design is the Advertiser's responsibility.

b. Printing: Printing of billboard artwork is the Advertiser's responsibility. Advertiser shall supply finished and printed vinyl or paper artwork that meets the display specifications for their contracted panel: **Size of the board: 1225 mm X 2450 mm printed on a chromodek board with vinyl.**

c. Advertiser may select any large format printer to produce their finished artwork.

d. Company reserves the right to reject any artwork, including copy, not in good taste, or which it deems otherwise objectionable.

6. INSTALLATION:

a. For contracts of 12 months in duration, the Company pays the cost to install the board onto the Advertiser's contracted display panel(s).

b. Advertiser shall send the finished artwork to the Company's authorized advertising committee ie Club Secretary, Club Chairman and Club treasurer for approval. Only after approval of the artwork the advertiser may continue to make the Advertising board.

c. When the Chromodek board is complete and ready to be installed two (2) days leeway shall be granted either before or after the commencement and/or end date without financial penalty to the Advertiser or Company. While every effort will be made to install Advertiser's artwork on the commencement date, this 2-day grace period may be invoked to accommodate the installer's schedule and weather conditions.

d. Advertiser to notify Company 30 days in advance of any artwork changes, so that installation can be scheduled.

7. This agreement shall be binding upon the personal representatives, heirs, successors, and/or assigns of the parties hereto.

8. It is expressly understood that the Company is not bound by any stipulations, representations or agreements not embodied in this contract.

9. ACCEPTANCE:

Accepted by: _____

Date: _____

Advertiser Representative: _____

Title: _____

Business Name: _____

Advertiser Address: _____

Phone: _____

Email: _____

FOR OFFICE USE:

Mittal account #:

Payment method: EFT _____ other: _____

*****Please Note: If you are a Member of Mittal Squash Club and your membership is paid FOR THE YEAR a 10% Discount will apply on the monthly fee.**

***** When the proposed contract is finalized and approved by the billboard committee it will be shared with the Mittal committee for acknowledgement.**