

#14,727

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JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *J. Lindenzweig*

# Schober Outdoor Advertising Billboard Display Contract

Schober Outdoor Advertising, LLC., a Texas Limited Liability Company, herein referred to as "SOA." contracts with the Advertiser or its agent, herein referred to as "Advertiser," for advertising display(s) upon the following terms and conditions:

Location Number	Location of Billboard and Display	Lit	New Ad	Size of Billboard	Price per Month	Gross or Net	Number of Paints
#660	Hwy 34 Greenville, TX - Northbound Top	Y	Yes	8x24	\$299.00	N	1
#662	Hwy 34 Greenville, TX - Southbound Top	Y	Yes	8x24	\$299.00	N	1

- 1. Display Period.** Each display (listed above) shall be maintained in service beginning on the commencement date of, August 2017 for a period of six months. At the conclusion of the first period, this contract shall continue on the same terms and conditions on a month-to-month basis, unless Advertiser or SOA delivers to the other party a written notice of termination at least thirty (30) days prior to the end of the original period. During any succeeding month-to-month lease period, Advertiser or SOA may terminate the lease at the end of any calendar month period by delivering to the other party a written notice of termination at least thirty (30) days prior to the end of any calendar month period.
- 2. Copy.** All copy shall be solely for the benefit of Hunt County Sheriff's Office (Advertiser) advertising A Cold Case and may be rejected if, in good faith, SOA believes it unlawful or detrimental to advertising.
- 3. Terms, Net Cash.** For said Painted Display, the Advertiser promises to pay SOA the total sum of \$3588.00 (not including vinyl production, extensions, cutouts, tags, installation, design and layout fees), payable in six monthly installments of \$598.00, with the first of such monthly installments to be paid upon signing of this contract. Subsequent monthly installments will begin on September 1, 2017 and the first subsequent invoice may be prorated if the above commencement date is not the 1<sup>st</sup> of a calendar month or the installation of the Painted Display is greater than 3 days after above commencement date. Upon the Advertiser's failure to pay any installment when due, SOA has the right to accelerate the remaining balance due and declare the remaining monthly installments immediately due and payable. The Advertiser's failure to pay the amount of said remaining balance on demand shall, at SOA's option, be deemed a complete and material breach by the Advertiser of this contract, whereupon SOA may remove the copy described herein from the Painted Display and, in addition to its other legal rights, recover judgement against the Advertiser for said remaining balance, all reasonable attorney's fees, and all court costs and collection expenses incurred as a result of said breach.
- 4. Deposit.** A deposit of \$982.00 covering the 1st month's installment is due upon signing of this contract and receipt of said deposit is required prior to installation.
- 5. Vinyl Production and Installation.** A fee of \$1.00 per square foot of display area is due upon signing of this contract to cover vinyl production and installation costs. SOA agrees to professionally hand-paint or print a high-resolution advertisement for Advertiser on flex-vinyl and install it on the said rented billboard.
- 6. Design and Layout.** SOA agrees to professionally design the artwork and ad copy on the billboard at a cost of \$.50 per square foot of display due upon signing this contract.
- 7. Illumination.** All lit displays are to be lit from dusk to approximately 10:00pm. For any period of non-illumination, Advertiser may, upon request, receive a pro rata credit of 10% off the next month's rent.
- 8. Copy Schedule.** Advertiser shall furnish SOA with approved copy and Special Treatment specifications, if any, at least ten (10) days prior to the commencement date of this contract. Commencement of service of each display for which such copy has not been so furnished shall be regarded as beginning on the commencement date listed in Paragraph 1 above. However, if SOA is providing the artwork for Advertiser and the production

or installation of the artwork is delayed due to bad weather, slow production or shipping, SOA will prorate the second month's billing to compensate the Advertiser for the late installation.

9. **Title.** SOA shall retain title to all cut-outs, extensions, illuminated letters, electrical and mechanical equipment. SOA retains right to display advertisement on it's website for marketing purposes.
10. **Contingencies.** If because of any event beyond SOA's control and/or SOA shall be unable to maintain any display covered hereby or if any location shall be lost, SOA shall relocate, at its own expense, such display to a location of substantially equivalent advertising value approved by the Advertiser, with such approval not to be unreasonably withheld. If the new location is deemed by the Advertiser to be of less value than the original, SOA may extend the service at the new location and the extension of service provided to Advertiser shall be substantially equivalent to the original advertising value. In the event SOA fails to locate another location within thirty (30) days of such event, SOA may cancel this contract.
11. **Specifications.** The specifications attached hereto and signed by both parties are part of this contract.
12. **Cancellation.** This contract may not be cancelled by either party, unless specified herein. In the event of a default under the provisions of this contract on the part of Advertiser, SOA may cancel the contract and/or remove the Advertiser's copy from the above location. SOA shall also be entitled to the collection of reasonable attorney fees, and all court and collection costs in attempting to enforce this contract, in addition to any other damages allowed by law.
13. **Past Due Balances Terms.** All unpaid balances more than thirty (30) days past due will be assessed a penalty of \$50 per month per sign. Advertising Agency Commissions will be forfeited on any unpaid balance more than sixty (60) days old. Deposits will not be applied to past due balances.
14. **Special Provisions.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Salesperson: Candice R. Schober

Corporation  Proprietorship  Partnership

Date: July 17, 2017

Advertiser: \_\_\_\_\_

Accepted: Schober Outdoor Advertising, LLC.

Agent: Jason L. Nelson

By: Candice R. Schober  
(Signature and Title)

By: [Signature]  
(Please Print)  
(Signature and Title)

Date: July 17, 2017

Date: \_\_\_\_\_

Address: 8921 Sagamore Hill Ct

Address: \_\_\_\_\_

City/St/Zip: Plano, TX 75025

City/St/Zip: \_\_\_\_\_

Phone: (888) 869-0414

Phone: \_\_\_\_\_

Fax: (608) 229-1312

Fax: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Amount Due at Signing:**

Deposit: \$598.00

First month's rent

Vinyl Production: \$384.00

(Length x Height x \$1.00) Installation included

Layout & Design: \$INCLUDED

(Length x Height x \$.50) Available upon request

**Total Due:** \$982.00

Payable by check, money order or credit card