

1. In the event any of the display locations become lost during the term hereof, or it is impossible to secure any specified location, or should any display become obstructed, destroyed or defaced, in whole or in part, because of any act or thing beyond Delco's control, or should Delco desire to move or change any location, any resulting loss of advertising space shall not be deemed a breach or termination of this Agreement. Lost locations shall be replaced with locations of equal value in accordance with Delco's prices and classifications. Any resulting loss of advertising service shall be restored by extending the term of this Agreement to provide an equivalent amount of advertising service. Anything herein contained to the contrary notwithstanding, Delco shall also have the option to terminate this Agreement upon the loss of any location resulting from any act or cause beyond Delco's control, including any change in law, ordinance, rule or regulation of any kind or nature, condemnation, loss of its rights or lease.
2. Invoices are due and payable upon receipt and all terms are net cash. Invoices not paid within fifteen (15) days after the invoice date are delinquent and accrue a delinquency charge of 18% annually 1-1/2% per month thereafter unless otherwise agreed upon.
3. Delco reserves the right to reject any copy, pictorial or otherwise, which it deems unacceptable for any reason.
4. Advertiser, jointly and severally, agree to indemnify and hold harmless Delco from and against any and all loss, liability, claims, demands, costs and expenses, including attorney's fees, arising out of any copy displayed pursuant to this contract including loss to Advertiser sign copy (property). Advertiser shall secure its own insurance in order to protect its interest, if it so desires, at its sole cost and expense.
5. Illuminated displays shall be illuminated from DUSK to DAWN and only if Advertiser has contracted for same as part of this contract. In the event illumination is halted or reduced for any reason whatsoever, including but not limited to by reason of any law, ordinance, regulation or malfunction of equipment, it is hereby agreed that Delco's liability to Advertiser shall be limited to render a reasonable credit for the period of non-illumination or reduced illumination at the rate of ten percent (10%) of the monthly contract price for the period of non-illumination. A credit for reduced illumination will be prorated on a daily basis for the period of non-illumination.
6. Delco shall not be responsible for delays or loss of SERVICE by reason of strikes, lock outs, acts of God, governmental actions or any other act or thing beyond its control.
7. Advertiser shall inspect the display within three (3) days after installation. Unless within such period, Advertiser gives written notice to Delco specifying any defect the display shall be conclusively presumed to have been inspected and approved for all purposes whatsoever by Advertiser.
8. Upon termination or default, the display is and shall at all times remain the sole property of Delco at its option and Advertiser shall have no right, title or interest therein, except as may be set forth in this Agreement.
9. No delay in or omission to exercise any right, power or remedy accruing to Delco on any breach or default by Advertiser, shall impair such right, power or remedy or be construed to be a waiver of any such breach or default or acquiescence therein. A waiver of a single breach of default shall not be deemed a waiver of any other breach or default. No waiver shall be effective unless set forth in writing.
10. Advertiser shall be responsible for payment to Delco of any costs of fees, including reasonable attorney's fees incurred by Delco, in enforcing its rights hereunder; Advertiser shall pay the same upon demand. Further, in the event any legal action is commenced by Delco to enforce payment of amounts owed hereunder, the State of New Jersey shall be the exclusive jurisdiction and legal venue for said action.
11. This Agreement sets forth the entire understanding of the parties and may not be amended or modified, except in writing signed by all parties.
12. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors or assigns of the parties hereto.
13. This Agreement shall be non-cancelable or assignable by Advertiser without Delco's approval, in writing, first had and obtained.
14. No Agency is involved in this transaction.
15. In the event Delco is able to install the flex face advertising copy on the billboard prior to the date as shown on Page 1 hereof, Advertiser will pay a per diem rent for such interim period.

Approvals _____ "Delco"

_____ "Advertiser"