

City	_____
Exit	_____ Interstate/Highway
Attraction	_____ P ☐ S ☐
Mainline	_____
Ramp	_____
Trailblazing	_____

INDIANA LOGO SIGN GROUP

AN INDIANA GENERAL PARTNERSHIP
600 EAST 96TH STREET, SUITE 460 • INDIANAPOLIS, INDIANA 46240
317-202-1690 • 800-288-LOGO (5646)
INFO@INDIANALOGO.COM

LEASE AGREEMENT

On this ____ day of ____, the undersigned __ DBA __ whose principal business address is __, and email address is __, ("Customer"), hereby makes application to Indiana Logo Sign Group, 600 East 96th Street, Suite 460, Indianapolis, Indiana, an Indiana general partnership ("Consultant"), to utilize space for Customer's Logo Panel on Consultant's Specific Service Sign, upon the terms, provisions, conditions, and limitations as hereinafter set forth:

1. **Advertising Fee and Payment Frequency.** There are three payment frequencies available (each, a "Payment Option" and collectively, the "Payment Options"):

☐ **Monthly Payment with 2-Month Deposit** – Concurrently with the execution of this Lease Agreement, Customer shall pay and Consultant acknowledges the receipt of the sum of \$_____ (equal to two months' fees), which shall be applied to the first two months' fees hereunder. Monthly thereafter, until the expiration of this Lease Agreement, Customer shall pay to Consultant on the first day of each month (except for the months for which the fees have been prepaid as stated above), the sum of \$_____.

☐ **Annual Payment** (monthly rate times twelve (12) months) – Concurrently with the execution of this Lease Agreement, Customer shall pay and Consultant acknowledges the receipt of the sum of \$_____ (equal to two months' fees), which shall be applied as a deposit on the first annual payment, with the balance of the first annual payment in the amount of \$_____ due and payable on the first day of the month following installation of the Logo Panel. Annually thereafter, until the expiration of this Lease Agreement, Customer shall pay to Consultant on the first day of each annual period, the sum of \$_____. Note: For businesses that are seasonal, take the number of months open times the monthly rate for your annual payment.

☐ **Quarterly Payment** (monthly rate times three (3) months) – Concurrently with the execution of this Lease Agreement, Customer shall pay and Consultant acknowledges the receipt of the sum of \$_____ (equal to two months' fees), which shall be applied as a deposit on the first quarterly payment, with the balance of the first quarterly payment in the amount of \$_____ due and payable on the first day of the month following installation of the Logo Panel. Quarterly thereafter, until the expiration of this Lease Agreement, Customer shall pay to Consultant on the first day of each quarterly period, the sum of \$_____. Note: For businesses that are seasonal, take the number of months open times the monthly rate and divide that amount by twelve; then multiply that amount by three (3) for your quarterly payment. No interest shall be paid on any advance fee payment.

Should Customer fail to pay any part of the fee (regardless of which Payment Option is selected) within five (5) days after the due date, Consultant may charge a late fee equal to one and one-half percent (1.5%) for each month or a portion thereof that the payment is late or the maximum lawful contract rate prevailing, whichever is less. Any payment of any fee may be made by credit card, if the payment (1) is allowed by Consultant and (2) includes a convenience charge equal to 3% of the fee.

2. **Term and Renewal.** This Lease Agreement shall be effective on the Effective Date provided, however, the advertising fee payments provided in Paragraph 1 hereof shall commence and be paid in advance on the first day of the month next following the later of (a) the Effective Date or (b) the installation of the Specific Service Sign on which Customer's Logo Panel is to be placed. The initial term of the Lease Agreement shall expire _____ **(36 MONTH TERM)**.

This Lease Agreement shall be automatically renewed for successive terms of the same period of time as the initial term unless the Consultant or Customer shall give written notice to the other party of its intent not to renew at least ninety (90) days prior to the end on the then current term of this Lease

(IMPORTANT NOTICE TO PROSPECTIVE CUSTOMER: THIS LEASE AGREEMENT APPLICATION MAY ONLY BE ACCEPTED IN WRITING BY WILLIAM DREW OR CATHERINE SILER ON BEHALF OF CONSULTANT IN STRICT CONFORMITY WITH THE PROVISIONS OF PARAGRAPH 19 HEREOF, AND ANY ACT, STATEMENT OR REPRESENTATION NOT IN CONFORMITY OF THOSE PROVISIONS BY ANY PERSON OTHER THAN WILLIAM DREW OR CATHERINE SILER SHALL BE INVALID AND NON-BINDING UPON CONSULTANT.)

IN WITNESS WHEREOF, the Customer has hereunder set its hand the day and date first above written

_____, CUSTOMER

By _____ Its _____

Date _____

(Printed name of person signing contract)

GUARANTY

In consideration of Consultant's acceptance of the foregoing Lease Agreement, the undersigned (jointly and severally) do hereby guaranty the prompt and faithful performance of Customer's obligations and duties under such Lease Agreement, including, without limitation, Customer's obligations for the advertising fee, any associated late fees, and all costs and expenses, including reasonable attorneys' fees, incurred by Consultant, as provided in such Lease Agreement (collectively, the "Obligations"), all without relief from valuation and appraisal laws, and do hereby agree to pay any and all collection expenses, including reasonable attorneys' fees and expenses, incurred by Consultant in enforcing this Guaranty. The undersigned acknowledge and agree that this Guaranty is a continuing unconditional guaranty of payment and toward that end hereby expressly waive any and all defenses and preconditions to the full, immediate and unconditional enforcement of this Guaranty in accordance with its terms (other than the defense of full, final and complete satisfaction of the Obligations by Customer), whether such defense or precondition arises in equity, under contract, by statute, under common law or otherwise, and hereby prospectively consent to any and all modifications to the Obligations, without notice of any kind.

Guarantor's Name (Please Print)

Guarantor's Name (Please Print)

Guarantor's Signature

Guarantor's Signature

ACCEPTANCE OF LEASE AGREEMENT APPLICATION

Indiana logo Sign Group, an Indiana general partnership, by William Drew or Catherine Siler, hereby accepts Customer's foregoing Lease Agreement Application, subject to all the terms, provisions, conditions and limitations thereof, this _____ day of _____, 20_____.

INDIANA LOGO SIGN GROUP, an Indiana General Partnership

By: _____
William V. Drew, President of Interstate Logo, Inc. the Managing Partner of Indiana Logo Sign Group or
Catherine Siler, Business Manager

Initials _____

5. Definitions.

- (a) "Business Facility" means a business operating in one (1) or more of the areas of service permitted for installation of Specific Service Sign and meeting the criteria for installation of a Logo Panel.
- (b) "Crossroad" means a marked route or other public road intersecting an Interstate Highway or a freeway for which access is provided at an Interchange or Intersection.
- (c) "Effective Date" means the date that this Lease Agreement is accepted by Consultant in strict conformance with the provisions of Paragraph 19 set out hereinbelow.
- (d) "Exit Ramp" means a connecting roadway from a Freeway to a crossroad that is grade separated.
- (e) "Freeway" means a divided highway for through traffic with full control of access, or the segments of an express highway or limited access highway with one or more grade separated interchanges.
- (f) "Guarantor" means any person who executes and delivers the Guaranty set forth herein.
- (g) "INDOT" means the Indiana Department of Transportation.
- (h) "Interchange" means a grade separated intersection with one or more roadways to provide movement between roadways.
- (i) "Intersection" means the general area where two or more roadways join or cross at grade to facilitate movement between roadways.
- (j) "Interstate Highway" means the routes comprising the National System of Interstate and Defense Highways.
- (k) "Logo Panel" is a business sign and means a separately attached sign mounted on a Specific Service Sign, to show the brand, symbol, trademark, or name, or combination of these, for a Motorist Service available at or near an Interchange
- (l) "Miniature Logo Panel" means a reduced size duplicate of the Logo Panel installed on the Specific Service Sign in advance of the interchange which is installed on the Specific Service Ramp Sign or Trailblazing Sign.
- (m) "Motorist Service" means a gas, food, lodging, camping or attraction Business Facility used by motorists.
- (n) "Primary applicant" means a business facility requesting a logo panel which meets the highest standard for the specific service.
- (o) "Rules" means 105 Indiana Administrative Code §9-4-1 et seq, as amended from time to time.
- (p) "Secondary applicant" means a business facility requesting a logo panel which meets a reduced standard for the specific service. Contracts for secondary applicants may be for a shorter period than for primary applicants.
- (q) "Specific Service Ramp Sign" means a reduced size Specific Service Sign installed on an Interchange ramp to indicate direction and/or distance to a Business Facility not readily visible from the ramp Intersection with the intersecting roadway.
- (r) "Specific Service Sign" is a specific information panel and means a rectangular sign panel with the following:
 - 1. The words "GAS", "FOOD", "LODGING", "CAMPING" or "ATTRACTION"; or a combination of these; and
 - 2. Directional information; and
 - 3. One or more logo panels.
- (s) "State Contract" means the contract between Consultant and INDOT that governs the development and operation of the Specific Service Sign Program.
- (t) "Trail blazing Sign". Means a reduced size specific service sign installed on or near the intersecting crossroad or other road to indicate a distance and direction to a business facility not readily visible from the crossroad.

6. Logo Panel. It is Customer's responsibility, at Customer's expense, to provide its Logo Panel. Customer's Logo Panel may consist of the business name, trademark or symbol providing it does not resemble any traffic sign, symbol or device or tend to direct traffic. The business brand, symbol, trademark, name, or combination of these must be consistent on all Logo Panels for that business. The Customer's Logo Panel must be constructed in accordance with the specifications required by INDOT, a copy of which may be obtained from Consultant, and all applicable federal, state and local laws, ordinances, rules and regulations. Customer shall deliver to Consultant Customer's Logo Panel within thirty (30) days of the Effective Date and Customer's Logo Panel shall be installed on a Specific Service Sign within 30 days after the Customer's Logo Panel is supplied if and only if the applicable Specific Service Sign has already been installed or within one hundred twenty (120) days if said Specific Service Sign has not yet been installed. Regardless of whether or not the Customer has actually fulfilled its obligation to provide its Logo Panel, the term of this Lease Agreement would begin as set forth in Paragraph 2 hereof. Consultant shall not be liable or otherwise responsible to Customer for any delay whatsoever in the installation of the Specific Service Sign on which Customer's Logo Panel is to be located. Customer shall have the right during the term of this Lease Agreement to change the advertising copy so long as the copy conforms to the Rules. Cost of such changes in the copy or legend of the Logo Panel shall be at the expense of the Customer. Customer shall contract with Consultant or Consultant's agent for such removal and remounting and shall be charged an additional fee for each Logo Panel removed and remounted by the Consultant or its agent at the request of the Customer.

Consultant will, not later than thirty (30) days after expiration or termination of this Lease Agreement, remove Customer's Logo Panel and make Customer's Logo Panel available to Customer. Customer hereby acknowledges that the Rules and the State Contract include certain provisions setting forth the priority for display on Specific Service Signs of logo panels of primary applicant businesses and secondary applicant businesses. Customer hereby acknowledges that in accordance with such provisions, any primary applicant's logo panel may supplant any secondary applicant's logo panel at any time, provided that such supplantation is effective only upon the expiration or termination of the then current term of such secondary applicant's Lease Agreement.

7. Sign Placement and Location. Specifications, placement and location of the Specific Service Sign on which the Customer's Logo Panel will be located as well as the Customer's Logo Panel location on the Specific Service Sign shall be determined by the Consultant in its sole discretion, consistent with Consultant's obligations to INDOT under the State Contract and the Rules.

8. Customer's Representations and Warranties. Customer represents, warrants and certifies to and agrees with Consultant and INDOT that on the date it signed this document and applied for this Lease Agreement, and thereafter through the Effective Date and until the end of the term of this Lease Agreement (if Customer's application is accepted by Consultant in the manner provided in Paragraph 19 below), it was in conformity with and will continue to be in conformity with, the following:

To qualify as an applicant for an "ATTRACTION" Logo Panel, a Business Facility must establish the following:

- (1) Be of regional significance, and be able to demonstrate the following:
 - (a) A substantial portion of its visitors are tourists.
 - (b) It has no supplemental guide signs on the interstate or freeway directing motorists to its site.
 - (c) The primary purpose or nature of the business must meet the criteria for one of the facilities in subdivision (7).
- (2) Have adequate off-street parking for normal visitor demand.
- (3) Provide modern public restroom facilities and drinking water.
- (4) Have a landline telephone for emergencies.
- (5) Be located within fifteen (15) miles of the interchange.

(6) Provide adequate trail-blazing from the interchange to the facility. There is no limit to the number of turns allowed for trail-blazing signs. The last trail-blazing sign on a state road or United States highway may also include a trail-blazing sign for traffic coming in the opposite direction.

(7) Be one (1) or more of the following:

(a) Agritourism. An established location where customers can interact with Indiana agricultural producers for the purpose of tours, education and/or other rural experiences, recreation, and purchase of products. This category is considered a seasonal attraction, and the months of operation in subdivision (8) do not apply. The facility must satisfy the additional requirements of at least one (1) of the following Agritourism categories:

(a) Agri-educational venue – A producing farm that offers educational, tourist entertainment and/or farm related activities. Activities may include the following:

- 1. (AA) Horseback riding.
- 2. (BB) Corn mazes.
- 3. (CC) Farm animal petting zoos.
- 4. (DD) Hayrides.
- 5. (EE) Other similar out-of-doors farm related activities.
- 6. The facility may offer on-site lodging opportunities such as a working guest ranch or bed and breakfast.

(b) Agriculture production or processing, or both, venue. Offers product creation tours on a regular basis throughout the year and is located on a producing farm or in a manufacturing setting.

(c) This category is considered a seasonal attraction, and the months of operation in subdivision (8) do not apply.

(b) Amusement park. A commercially operated park enterprise which supplies various devices for entertainment, including, but not limited to:

- (a) Roller coasters;
- (b) Water rides;
- (c) Musical entertainment;
- (d) Carnival games; and
- (e) Refreshments.

(f) This category is considered a seasonal attraction, and the months of operation in subdivision (8) do not apply.

(c) Antique Shopping/Artisan Destination District. An area located in a city or urban area offering multiple vendor locations for the purchasing of antiques or hand made crafts. There must be at least five (5) shops in the District and it must show that:

- (a) marketing efforts are as a district; and
- (b) it works with the local visitors bureau.

(d) Business district/main street community. The central business district of a community or an area within a community that has been officially designated as a main street community by the Indiana Main Street program within the Office of Community and Rural Affairs. To qualify for this type of signage at an exit, there must be more than one (1) exit from the highway to access the community.

(e) Cultural center. A center for exhibits and presentations that are designed to teach visitors about the culture of current or past residents of the area.

(f) Education center. A facility that:

- (a) is of outstanding educational value;
- (b) conducts tours on a regularly scheduled basis throughout the year; and
- (c) is not a school or post secondary educational facility.

(g) Golf course. Eighteen (18) hole minimum United States Golf Association regulation governed. Secondary applicant is the only applicant status available for golf course regardless of operation times outlined in subdivision (8).

(h) Historical site. A structure, district, or site:

- (a) listed on the Indiana register of historic sites and structures or the National Register of Historic Places as being of historical significance; and
- (b) that is open to the public.

(i) "Made in Indiana" production facility. A facility that educates the public about a production process, and can be considered as either a "Food & Beverage" or "Goods" production facility. The facility must offer tours into the production area and consist of one (1) of the following categories:

(a) Food & Beverage production - These are manufacturing facilities where food products are produced from raw ingredients such as the following:

- 1. (AA) Canning facilities.
- 2. (BB) Candy factories.
- 3. (CC) Breweries.
- 4. (DD) Wineries.

The facility must offer product creation tours on a regular basis, samples of product and actively market to tourists. Fifty percent (50%) of the facility's production must be for retail sales for consumption off site. This category does not include restaurants or similar facilities that prepare meals for consumption on site or offsite.

(b) Goods production - These are manufacturing facilities where raw materials are transformed into finished product for retail sale. The facility must offer product creation tours on a regular basis and actively market to tourists.

(j) Large Tourist Traffic Generator – A tourist attraction that attracts at least ten thousand (10,000) visitors annually. The facility must also have:

- (a) a marketing plan in place where at least forty percent (40%) of the advertising budget is spent on markets at least fifty (50) miles away; and
- (b) a working relationship with the local chamber of commerce or the convention and visitors bureau if such an entity is present in the community.

(k) Marina. A sheltered harbor adjacent to a navigable waterway where boats are kept in the water and recreational boating services are provided. This category is considered a seasonal attraction. Months of operation do not apply to this category.

(l) Museum. An organized and permanent institution, with professional staff, essentially educational or aesthetic in purpose, which owns or utilizes tangible objects, cares for them, and exhibits them to the public on some regular schedule.

(m) Outlet mall. A shopping facility that:

- (a) offers a grouping of name brand outlet stores; and
- (b) has a national or international marketing plan.
- (c) This category does not include local or regional shopping centers which typically offer normal retail sales of products.

(n) Regional shopping center. A shopping facility that satisfies the following requirements:

- (a) consists of a group of fifty (50) or more retail shops and other commercial establishments with common access to all establishments;
- (b) contains a total gross leasable area of not less than five hundred thousand (500,000) square feet;
- (c) is operated and managed by a unified management and marketing plan;
- (d) is identified as a tourist or shopping attraction by:

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1. The current version of the Indiana Travel Guide published by the Indiana office of Tourism Development, or
 2. A national publisher of travel guides.
- (e) has a working relationship with the local chamber of commerce and the local convention and visitors bureau if such an entity is present in the community; and
- (f) targets population centers greater than fifty (50) miles away with an annual marketing plan that includes media such as:
1. TV commercials
 2. Newspaper advertisements
 3. Radio advertisements
 4. Billboards
- (g) This category may only be considered for secondary applicant status.
- (o) Religious site. A shrine, grotto, or similar type site that is of a unique religious nature.
- (p) Resort area. A facility with those recreational amenities normally present at a facility that is:
- (a) the main focal point of a vacation;
 - (b) situated to take advantage of a natural, historic, or recreational attraction.
- (q) Snow ski area. A facility with those recreational amenities normally present at a snow ski facility, such as:
- (a) mechanical lifts;
 - (b) down hill skiing;
 - (c) tubing; or
 - (d) snowboarding.
- (e) This category is considered a seasonal attraction, and the months of operation in subdivision (8) do not apply.
- (r) Transportation Tourist Attraction – A mobile facility that attracts at least one thousand (1,000) visitors annually and is of one of the following types:
- (a) riverboat;
 - (b) canal boat;
 - (c) trolley; or
 - (d) train.
- (e) The mobile facility must offer regular tours of a navigable waterway or a railway or streetcar line. The dock or station where visitors board the mobile facility must contain information about the attraction for when the mobile facility is away from the dock or station. This category is considered a seasonal attraction. Months of operation do not apply to this category.
- (s) U-pick/orchard/farmer's market. An established area or facility where consumers can purchase pre-picked, or pick-it-yourself fresh Indiana products directly from Indiana producers. This category is considered a seasonal attraction, and the months of operation in subdivision (8) do not apply.
- (t) Water park. A commercially operated park enterprise:
- (a) with multiple permanently erected water features, rides and devices providing aquatic family entertainment; and
 - (b) offering food and other refreshments for visitor consumption.
- (c) If the water park is located on the premises of a lodging facility, an overnight stay at the lodging facility shall not be required for admission to the water park.
- (d) This category is considered a seasonal attraction, and the months of operation in subdivision (8) do not apply.
- (u) Winery. A facility that produces wine from grapes or other fruit and maintains a tasting room, sales, and tours.
- (v) Botanical/zoological facility. A facility that:
- (a) houses and maintains a collection of unique living animals or plants; and
 - (b) is open to the public.
- (8) Have regularly scheduled operation for a minimum of the following:
- (a) Eight (8) hours per day, seven (7) days per week all year for a primary applicant.
 - (b) Six (6) hours per day for five (5) days per week for six (6) continuous months per year for a secondary applicant, unless otherwise stated in subdivision (7). If applicable, the day or days of the week the business facility is not in operation shall be shown on or below the logo panel. The secondary applicant shall provide for "CLOSED" panels during the months of closure. Posting of the closed panel, and subsequent removal, will be limited to one (1) time per year. Alternatively, the months of operation may be posted on or below the logo panel.

Customer acknowledges hereby that Consultant is obligated and committed to INDOT under the State Contract and the Rules. Customer hereby represents, warrants and certifies to and agrees with Consultant and INDOT that, on the date of Customer's application for this Lease Agreement through the Effective Date and thereafter during the term of this Lease Agreement: (i) Customer (A) is and will be in conformity with all requirements of the State Contract and the Rules and any INDOT interpretations thereof applicable to Customer and Customer's Logo Panel, (B) is doing and will do nothing that conflicts with or interferes with Consultant's performance of its obligations and commitments to INDOT under the State Contract and the Rules, (C) is abiding and will abide by any and all determinations of INDOT affecting Customer or its Logo Panel, and (D) is cooperating and will cooperate fully with Consultant in its performance of its obligations and commitments to INDOT under the State Contract and the Rules; (ii) Customer holds and will hold valid licenses, permits and approvals required of its business by all appropriate governmental agencies, (iii) Customer is and will be in conformity with all applicable laws concerning the provision of public accommodations without regard to race, religion, color, sex, disability, ancestry, age or national origin; (iv) Customer does not appear on the outstanding tax warrant list prepared by the Indiana Department of Revenue under I.C. 6-8.1-3-16 because of delinquent retail sales tax debts, (v) Customer is and will be in conformity with all applicable federal, state, and local laws, ordinances, rules and regulations. The State Contract, the Rules and all such interpretations, determinations, requirements, laws, ordinances, rules and regulations are incorporated herein by reference; and (vi) Customer has all requisite power and authority to execute and deliver this Lease Agreement and to perform its obligations hereunder.

Customer agrees to indemnify and hold harmless Consultant and any of its partners, officers, employees and agents from and against any and all losses, claims, damages and liabilities (including attorneys' fees and expenses) caused by or arising out of any inaccuracy in any representation, warranty or certification or any violation of any agreement contained in this Paragraph 8.

9. Specific Service Ramp Signs and Trailblazing Signs. If Customer's Business Facility is located at or near an Interchange on an Interstate Highway or other Freeway and Customer's Business Facility is not visible from the exit ramp terminus, a Specific Service Ramp Sign must be installed at Consultant's discretion, on the exit ramp. Trailblazing Signs may be required at intersections on other highways to provide adequate directions to the Business Facility. If required, Customer must supply a Miniature Logo Panel for placement on the Specific Service Ramp Sign and Trailblazing Sign according to specifications required by INDOT, a copy of which may be obtained from Consultant. All terms, provisions and conditions applicable with respect to the Logo Panel shall also apply to Miniature Logo Panels.

10. Authorization. Consultant shall obtain all necessary authorization to install and maintain the Specific Service Sign at its designated location.

11. Maintenance. Consultant shall maintain, in accordance with the requirements of the State Contract and the Rules, the Specific Service Sign on which the Customer's Logo Panel is located. Consultant will inspect the Specific Service Sign at reasonable intervals for damage or broken parts and shall repair or replace damaged or broken parts after it becomes aware of the damage or breakage. All maintenance and repairs of the Specific Service Sign

shall be made at Consultant's cost and expense, unless the damage shall be due to the acts or neglect of Customer, its agents or employees, in which case Customer shall bear such expense. Except as hereinafter provided, there shall not be any abatement of the fee payable during any period in which the Specific Service Sign shall be damaged, so long as Consultant shall act with reasonable promptness to have said Specific Service Sign repaired. Consultant shall not be responsible for delays in making repairs due to strikes, casualty, commercial delays or other causes beyond Consultant's reasonable control.

Customer shall be responsible for all costs incurred by Consultant in maintaining the Customer's Logo Panel in accordance with the requirements of INDOT except that Consultant shall be responsible for inspecting and washing the Logo Panels. Upon notice from Consultant that repairs or replacements to a Logo Panel are necessary, Customer shall contract with Consultant or Consultant's agent, to perform the required repairs or replacements. If any interchange ramp for a business facility of such customer is closed for construction, such customer will not be required to pay, or will receive a refund of, any commercial advertising charges for any logo panels or miniature logo panels for such ramp during the time such ramp is closed.

12. Notice of Damage. Customer shall promptly notify Consultant of any damage to or disrepair of the Specific Service Sign on which Customer's Logo Panel is located.

13. Damage to Sign. In the event a Specific Service Sign on which Customer's Logo Panel is located shall be destroyed or so substantially damaged that in the opinion of the Consultant it would not be economically feasible to repair or rebuild, taking into consideration the remaining period of this Lease Agreement and other factors involved in Consultant's sole opinion, then Consultant shall have the option to terminate this Lease Agreement and may remove said Logo Panel and Customer shall have no obligation for the payment of fees from the date on which said casualty occurred. This shall not operate to release the Customer from liability if said Specific Service Sign was destroyed or damaged by reason of the acts or neglect of the Customer, its employees or agents.

14. Possession. Consultant shall retain the possession and ownership of the Specific Service Sign during the entire term of this Lease Agreement. Customer shall have no right to possession of the Specific Service Sign and shall have the right only to have its Logo Panel displayed as provided herein. Customer shall not repair, alter, or take possession of the Logo Panel.

15. Consultant's Right to Assign. Subject to the State Contract, Consultant and Consultant's assigns shall have the continuing right to assign this Lease Agreement.

16. Customer Not to Assign. Customer shall not assign or sublet this Lease Agreement or the sign space utilized hereunder without Consultant's prior written consent.

17. Default. Any of the following events shall constitute a material "event of default" by the Customer:

- (a) Default in the payment of any fee or other amount due hereunder or under any other agreement between Consultant and Customer beyond five (5) days following the date such fee is due;
- (b) Default in the payment or performance of any other liability, obligation, or covenant of Customer to Consultant hereunder or under any other agreement between Consultant and Customer and the continuance of such default for ten (10) days after written notice to Customer;
- (c) Breach of any of the warranties, certifications or representations made by Customer hereunder or under any other agreement between Consultant and Customer;
- (d) Insolvency of, or the making of an assignment for the benefit of creditors by, the Customer or any Guarantor;
- (e) The institution of bankruptcy, re-organization, liquidation or receivership proceedings by or against Customer or any Guarantor;
- (f) Any attempt by Customer to remove, alter, repair, or take possession of any Logo Panel or any Specific Service Sign or any attempt by the Customer to sell, assign, encumber or otherwise transfer the sign space or any portion thereof or this Lease Agreement or any portion thereof.

18. Remedies After Default. Upon an event of default of the Customer, Consultant shall have the right to exercise any one or more of the following remedies:

- (a) To declare any and all fees due or to become due hereunder or any other agreement between Consultant and Customer immediately due and payable, without notice or demand to Customer or any Guarantor;
- (b) To sue for payment of and recover any and all fees and other amounts due or to become due hereunder or under any other agreement between Consultant and Customer;
- (c) To charge interest on any delinquent fees or other amount due hereunder or under any other agreement between Consultant and Customer at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum);
- (d) To remove from display the Customer's Logo Panel, which action shall not deprive Consultant of the right to receive any and all fees and other amounts due hereunder or to accelerate the payment thereof;
- (e) To terminate this Lease Agreement and be free of any further obligations under this Lease Agreement; and
- (f) To pursue any other remedy at law or in equity.

Customer shall pay Consultant all costs and expenses, including attorneys' fees of not less than twenty five percent (25%) of the principal of and interest on any delinquent fees or other amounts due hereunder or under any other agreement between Consultant and Customer, which Consultant may incur in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions or provisions hereof, or in defending any claim by Customer against Consultant if Consultant prevails, all without relief from valuation and appraisal laws.

Consultant may simultaneously exercise any and all rights and remedies hereunder, and any such exercise shall not operate to release Customer from the obligation to pay any and all fees and other amounts due and to become due hereunder or under any other agreement between Consultant and Customer.

No right or remedy of Consultant hereunder shall be exclusive of any other right or remedy available hereunder or available at law or in equity; but each shall be cumulative and in addition to every other right or remedy and removing any Logo Panel from display shall not deprive Consultant of the right to receive all fees or other amounts due hereunder or under any other agreement between Consultant and Customer or to accelerate the payment thereof.

19. Manner of Acceptance; Counterparts. The execution and delivery by Customer for this Lease Agreement shall be deemed only an offer by Customer to Consultant for this Lease Agreement under the terms described herein, unless and until accepted upon signature by William Drew or Catherine Siler, on behalf of Consultant. Unless and until so accepted by William Drew or Catherine Siler on behalf of Consultant, this Lease Agreement shall not be binding on Consultant. Any contrary act, statement or representation by any person other than William Drew or Catherine Siler with regard to acceptance of this Lease Agreement or any other matter shall be invalid and of no effect whatsoever, and Customer by tendering this offer acknowledges that the only manner in which this Lease Agreement may be accepted by Consultant is as prescribed herein. If and only if accepted in the manner prescribed herein, then this Lease Agreement, subject to the limitations expressed, shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs and personal representatives. This Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

20. Entire Agreement. This Lease Agreement constitutes the entire agreement between Consultant and Customer with respect to the subject matter of this Lease Agreement and no representation, agreement or promise of any officer, employee or agent of Consultant shall in any way affect the obligations of the parties hereto as herein set forth. No term or provision of this Lease Agreement may be changed, amended or terminated except by written agreement signed by Consultant and Customer, or their duly authorized representatives.

21. Waiver. Failure of Consultant to enforce any right or remedy hereunder shall not be deemed a waiver of such right or remedy. No covenant, condition or provision of this Lease Agreement can be waived except by the written consent of Consultant; any such waiver in one instance shall not constitute a waiver of subsequent instance.

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22. Notice. All notices to be given under this Lease Agreement shall be in writing and mailed or delivered to the other party at the address set forth above, or at such other address as such party may provide in writing from time to time. Except as otherwise provided herein, any such notice mailed to such address shall be effective (a) upon hand delivery [or delivery by email or facsimile], or (b) when deposited in a U.S. mail depository duly addressed and with postage pre-paid, whichever shall occur first.

23. Governing Law. This Lease Agreement and any contemporaneous or subsequent agreements between Consultant and Customer will be governed in all respects, including validity, interpretation and enforcement, by the laws of the State of Indiana. Customer hereby consents to the jurisdiction of any state or federal court located within Marion County, Indiana. All service of process may be made by messenger, by certified mail, return receipt requested, or by registered mail directed to Customer at the address indicated at the beginning of this Lease Agreement, and Customer otherwise waives personal service of any and all process made upon Customer. Customer waives any objection which Customer may have to any proceeding commenced in a federal or state court located within Marion County, Indiana, based upon improper venue or forum non conveniens. Nothing contained in this Section shall affect the right of Consultant to serve legal process in any other manner permitted by law or to bring any action or proceeding against Customer or its property in the courts of any other jurisdiction.

24. Severability. Any provision of this Lease Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be invalid or unenforceable to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Customer hereby waives any provision of law which renders any provision hereof invalid or unenforceable in any respect.

Initials _____