

City			
Exit	Interstate/Highway		
Service	GAS	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 whose 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"):

A ☐ **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 \$_____.

B ☐ **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.

C ☐ **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

Agreement. All provisions and conditions of this Lease Agreement shall remain the same during any renewal periods except for the monthly fee which shall be adjusted to the standard fee charged, as of the date of the renewal, to other Indiana customers.

In case of any expiration or termination of the State Contract, Customer, if it determines that it does not wish to be bound to a successor program operator, will have the option following such expiration or termination to terminate participation in the Specific Service Sign program authorized by Indiana Code § 9-21-4-5(b) (as amended from time to time) and to cancel the unexpired portions of this Lease Agreement. After any such termination and cancellation, Customer shall receive a refund from Consultant of any unearned, prepaid charges. Customer may exercise such option following any expiration or termination of the State Contract, by delivering to Consultant, within (10) days after Customer's receipt of written notice of such expiration or termination, written notice that this Lease Agreement is cancelled. Any such cancellation shall be effective immediately upon Consultant's receipt of such notice. After any such cancellation, Consultant shall have no further obligation or liability to Customer whatsoever, except to refund any unearned, prepaid charges and to make Customer's Logo Panels available to Customer.

Consultant may, in its sole discretion, at any time and for any reason whatsoever, by notice to Customer, determine not to place Customer's Logo Panel on any Specific Service Sign or determine to remove Customer's Logo Panel from any Specific Service Sign. Upon any such determination: (a) this Lease Agreement shall immediately terminate; (b) Consultant shall, within thirty (30) days thereafter, return to Customer any fees or other amounts received by Consultant from Customer which have not yet been earned under this Lease Agreement; and (c) Customer's sole remedy shall be the return to it of any such fees or other amounts, and Consultant shall have no further obligation or liability to Customer whatsoever.

3. **Seasonal Customers.** Consultant shall charge Seasonal Customers advertising fees for the months which they are open for business provided however that the minimum charge shall be six (6) months per year. Seasonal Customers are defined as camping businesses which are open not more than seven (7) months per year. Consultant shall install a "CLOSED or OPEN" panel directly below Logo Panel(s) indicating the months in which the Seasonal Customer is closed/open. The Seasonal Customer will be charged for the fabrication, installation and/or removal of the Closed/Open Panel(s).

4. **Additional Logo Panels and Supplemental Messages.** Should additional Specific Service Signs be required due to the Business Facility's lack of visibility from the exit ramp terminus and/or other intersecting roads, Customer shall provide such Logo Panels as determined necessary by the Consultant to be placed on the Specific Service Signs. Should supplemental messages (as described in §2J.03 of the Indiana Manual on Uniform Traffic Control Devices (IMUTCD) (2011)) be required by the Customer, the Consultant may charge separately for the supplemental messages and for any required installation and/or removal of the supplemental messages.

See reverse for additional terms and conditions which are hereby incorporated by reference.

(IMPORTANT NOTICE TO PROSPECTIVE CUSTOMER: THIS LEASE AGREEMENT APPLICATION MAY ONLY BE ACCEPTED UPON SIGNATURE 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 **X** _____ 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)

X

Guarantor's Signature

Guarantor's Name (Please Print)

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 herein below.
- (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, or camping 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: The types of services permitted shall be limited to "GAS", "FOOD", "LODGING" and "CAMPING". To qualify for display on a Specific Service Sign:

Applicant for "GAS" Logo Panel.

- (1) Provide vehicle services, including gasoline, oil, and water. Tire repair must be provided on-site, or information about tire repair off-site must be conspicuously posted. Tire repair shall be:
 - (a) sixteen (16) hours a day for seven (7) days a week for a primary applicant or twelve (12) hours a day for seven (7) days a week for a secondary applicant; and
 - (b) performed on-site by employees or a subcontractor within one (1) hour or off-site within a reasonable driving distance by another provider, with a list of off-site tire repair providers and copies of written directions to the provider available to motorists at the applicant's establishment.
- (2) Provide modern public restroom facilities and drinking water.
- (3) Be in continuous operation with a minimum of the following:
 - (a) Sixteen (16) hours a day for seven (7) days a week for a primary applicant.
 - (b) Twelve (12) hours a day for seven (7) days a week for a secondary applicant.
- (4) Have a landline telephone for emergencies.
- (5) Be located within two (2) miles of the interchange and either:
 - (a) be on, or readily visible from, the intersecting crossroad, or
 - (b) provide adequate trail-blazing for a maximum of one (1) turn from the intersecting crossroad onto the road of the first trailblazed turn. The facility shall be on the road of the first trailblazed turn.

Applicant for "FOOD" Logo Panel.

- (1) Provide modern public restroom facilities.
- (2) Have a landline telephone for emergencies.
- (3) Be located within three (3) miles of the interchange and either:
 - (a) be on, or readily visible from, the intersecting crossroad, or
 - (b) provide adequate trail-blazing for a maximum of one (1) turn from the intersecting crossroad onto the road of the first trailblazed turn, and if needed subsequently, onto the road of the second trailblazed turn. The facility shall be on the road of the first or second trailblazed turn.
- (4) Provide a minimum seating capacity of twenty-five (25) persons.
- (5) Provide meals a minimum of six (6) days per week. If applicable, the day of the week the business facility is not in operation shall be shown on or below the logo panel.
- (6) Provide meal services a minimum of the following:
 - (a) Twelve (12) hours operation for three (3) meals a day opening at or before 8:30 a.m. for a primary applicant.
 - (b) Two (2) meals per day for secondary applicant.
- (7) Provide meals to customers of all ages.

Applicant for "LODGING" Logo Panel.

- (1) Provide a minimum of ten (10) separate sleeping units with modern sanitary facilities.
- (2) Have a landline telephone for emergencies.
- (3) Have gasoline and food available within one (1) mile of the facility, between the facility and the interchange, or within the respective limits stipulated in subsections (b) and (c).
- (4) Be located within three (3) miles of the interchange for a primary applicant and either:
 - (a) be on, or readily visible from, the intersecting crossroad, or
 - (b) provide adequate trail-blazing for a maximum of two (2) turns from the intersecting crossroad onto the road of the first trailblazed turn, and if needed subsequently, onto the road of the second trailblazed turn. The facility shall be on the road of the first or second trailblazed turn.
- (5) Be located within four (4) miles of the interchange for a secondary applicant and either:
 - (a) Be on, or readily visible from, the intersecting crossroad, or
 - (b) Provide adequate trail-blazing for a maximum of two (2) turns from the intersecting crossroad onto the road of the first trailblazed turn, and if needed subsequently, onto the road of the second trailblazed turn. The facility shall be on the road of the first or second trailblazed turn.

Applicant for "CAMPING" Logo Panel.

- (1) Provide adequate waste disposal.
- (2) Provide modern sanitary facilities, including an adequate number of:
 - (a) toilets;
 - (b) lavatories; and
 - (c) showers;
- (3) Provide the following:
 - (a) running water.
 - (b) drinking water.
 - (c) Electricity.
- (4) Provide the following minimum number of camping sites:
 - (a) Fifty (50) for a primary applicant.
 - (b) Twenty-five (25) for a secondary applicant.
- (5) Be located within fifteen (15) miles of the interchange.
- (6) Have a landline telephone for emergencies.
- (7) Provide continuous months of operation as follows:
 - (a) Twelve (12) months for a primary applicant.
 - (b) Six (6) months for a secondary applicant. The secondary applicant shall provide for "CLOSED" panels during the months of closure. Posting of the closed panel, and subsequent removal, will be

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limited to one (1) time per year. Alternatively, the months of operation may be posted on or below the logo panel.

- (8) 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.

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 Indiana Code § 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, defend 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, epidemics, pandemics, or quarantines, government action, 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; or;
- (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.

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 shall be deemed 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.

Initials _____

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 _____