

City	_____
Highway	_____
Category	P ☐ S ☐
Sign Text	_____
Sign(s)	_____

INDIANA LOGO SIGN GROUP

AN INDIANA GENERAL PARTNERSHIP
600 EAST 96TH STREET, SUITE 460 • INDIANAPOLIS, INDIANA 46240
317-202-1690 • 800-950-1093
INFO@INDIANALOGO.COM

LEASE AGREEMENT (TODS) TOURIST ORIENTED DIRECTIONAL SIGNS

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 display Customer's Sign on Consultant's Sign Structure, upon the terms, provisions, conditions and limitations as hereinafter set forth:

1. Advertising Fee and 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 Customer's Sign. Annually thereafter, until the expiration of this Lease Agreement, Customer shall pay Consultant, on the first day of each annual period, the sum of \$_____.

No interest shall be paid on any advance fee payment. Should Customer fail to pay any part of the fee 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 Sign Structure on which Customer's Sign is to be displayed. The initial term of this 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 Consultant or Customer shall give written notice to the other party of its intent not to renew at least 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 renewal, to other new 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 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 ten (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 sign available to Customer.

Consultant may, in its sole discretion, at any time and for any reason whatsoever, by notice to Customer, determine not to display Customer's Sign on any Sign Structure or determine to remove Customer's Sign from any Sign Structure. Upon any such determination: (a) this Lease Agreement shall immediately terminate; (b) Consultant shall, within 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. Consultant shall display a "CLOSED or OPEN" sign on the Seasonal Customer's Sign indicating the months in which the Seasonal Customer is closed/open. The Seasonal Customer will be charged for the fabrication of the Closed/Open sign(s).

4. Supplemental Messages. Should supplemental messages be required by Customer, Consultant may charge separately for the supplemental messages and for any required display and/or removal of the supplemental messages.

See the following pages 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, Customer has hereunder set its hand the day and date first above written

_____, CUSTOMER

By X Its _____

(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 _____, _____.

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

5. Definitions.

- (a) "Business Facility" means a business, operating in one (1) or more of the areas of service permitted for installation of Sign Structures and meeting the criteria for display of a Sign.
- (b) "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.
- (c) "Guarantor" means any person who executes and delivers the Guaranty set forth herein.
- (d) "INDOT" means the Indiana Department of Transportation.
- (e) "Intersection" means the general area where two or more roadways join or cross at grade to facilitate movement between roadways.
- (f) "Manual" means the Indiana Manual on Uniform Traffic Control Devices, as then in effect.
- (g) "Policy" means the current edition of the Indiana Tourist Attraction Sign Policy adopted by INDOT and the Indiana Office of Tourism Development and any subsequent revisions.
- (h) "Primary Applicant" means a business facility requesting a Sign which meets the highest standard under the Policy.
- (i) "Program" means a program for the posting of Signs on Sign Structures in accordance with Indiana Code Section 9-21-4-5(b)(1).
- (j) "Seasonal Customer" meaning a Customer whose Business Facility operates for limited time(s) during the year depending on whether conditions or product availability.
- (k) "Secondary Applicant" means a Business Facility which (1) is open only Monday through Friday or (2) is open less than six months per year.
- (l) "Sign" means any tourist oriented directional sign, comprised of a sheet or panel sign with a white legend and border on a blue background that displays the business identification of and directional information for a business, service or activity facility.
- (m) "Sign Structure" means the posts, foundations and mountings on which any Sign is displayed.
- (n) "State Contract" means the contract between Consultant and INDOT that governs the development and operation of the Program.
- (o) "Stay 'n Play Package" means a promotional offer at a golf course that includes at least one golf round and overnight at on-site or nearby lodging facility, which has at least ten separate sleeping units with modern sanitary facilities and is located no more than 15 miles from the golf course.
- (p) "Tourist" means any person who travels over 30 miles one way from home.
- (q) "Trailblazing Sign" means a reduced size Sign that is installed to indicate a distance and direction to the Business Facility.

6. Sign. Customer's Sign shall be displayed on a Sign Structure within 120 days after the Effective Date. Notwithstanding the foregoing, the term of this Lease Agreement begins 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 Sign Structure on which Customer's Sign is to be displayed.

Customer hereby acknowledges that the Policy and the State Contract include certain provisions setting forth the priority for display on Sign Structures of Signs of Primary Applicants and Secondary Applicants. Customer hereby acknowledges that, in accordance with such provisions, any Primary Applicant's Sign may supplant any Secondary Applicant's Sign 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 Structure Placement and Location. Specifications, placement and location of the Sign Structure on which Customer's Sign will be displayed shall be determined by Consultant in its sole discretion, consistent with Consultant's obligations to INDOT under the State Contract and the Policy.

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:

(a) **Category.** The Business Facility is:

- (1) **Agritourism Attraction.** An established location where customers can interact with Indiana agricultural producers for the purpose of tours, education or other rural experiences, recreation or the purchase of products, which location satisfies the additional requirements of at least one of the following subcategories:
 - (A) **Agri-educational Venue.** A producing farm that offers educational, tourist entertainment or farm-related activities, including horseback riding, corn mazes, farm animal petting zoos, hayrides or other similar outdoor farm-related activities, and that may offer on-site lodging opportunities, such as a working guest ranch or bed and breakfast; or
 - (B) **Agriculture Production or Processing Venue.** A site that offers product creation tours on a regular basis throughout the year and is located on a producing farm or in a manufacturing setting;
- (2) **Amusement Park.** A commercially operated park enterprise which supplies various devices for entertainment, including roller coasters, water rides, musical entertainment, carnival games and refreshments;
- (3) **Antique Shopping/Artisan Destination District.** A district located in a city/urban area offering multiple vendor locations for the purchasing of antiques or handmade crafts, which district has at least five shops, is marketed as a district and works with the local Visitors Bureau;
- (4) **Arena.** A stadium, sports complex, auditorium, amphitheater or racetrack, which has at least 20,000 visitors annually and at least 4,000 seats.
- (5) **Bed & Breakfast/Inn.** An owner-occupied residence which provides sleeping accommodations to the public, has no more than 14 guest rooms, includes breakfast as part of the overnight cost, has visible on-site signage and has at least one parking spot per guest room;
- (6) **Business District/Main Street Community.** The central business district of a community or an area within a community which has been officially designated as a Main Street community by the Indiana Main Street program, which designation has been confirmed by the Indiana Office of Rural Affairs, Main Street Program;
- (7) **Campground.** A facility offering sites for tents, recreational vehicle (RV) camping or cabins, for the purpose of temporary living in an out-of-doors environment, which facility has a minimum of 25 tent sites, RV sites and/or cabins (or, if a cabin-only facility, a minimum of 5 cabins);

- (8) **Cemetery.** A state or national cemetery or a cemetery where persons of national or state historical notoriety are interred;
- (9) **Convention Center.** A center for hosting events with annual attendance of at least 20,000 and a seating capacity of at least 4,000 seats;
- (10) **Cultural Center.** A center for exhibits, presentations, etc., designed to teach visitors about the culture of current or past residents of the area;
- (11) **Educational Center.** A dedicated facility, other than a school or post secondary education facility, that is of outstanding educational value and conducts educational programs on a regularly scheduled basis throughout the year to educate the public on a subject;
- (12) **Farmers Market.** An established area or facility where consumers can purchase fresh produce directly from Indiana producers;
- (13) **Golf Course.** A golf course open to the public that is at least 18 holes (non-par 3) and follows United States Golf Association regulations, which golf course has an on-site clubhouse and offers a Stay 'n Play Package utilizing on-site lodging facilities or a local hotel/motel;
- (14) **Historical Site.** A structure or district which is listed on the Historic Preservation & Archaeology Division of the Department of Natural Resources' Indiana Register of Historic Sites and Structures, as being of historical significance, and is open to the public;
- (15) **Industrial Park.** A business district that is zoned and planned for industrial or commercial development, which has at least 5 separate businesses operating in the district;
- (16) **Large Tourist Traffic Generator.** A tourist attraction, with no specific category description elsewhere in this Paragraph 8(a), that attracts at least 10,000 visitors a year, has a marketing plan in place that includes 40% of its advertising budget targeting markets more than 30 miles away, and works with local city and county tourism promotion entities (e.g., Convention & Visitors Bureau, Chamber of Commerce), if one is available;
- (17) **"Made in Indiana" Production Facility.** A facility that educates the public about a production process and offer tours into the production area, which facility satisfies the additional requirements of at least one of the following subcategories:
 - (A) **Food & Beverage production.** A manufacturing facility where food products are produced from raw ingredients such as canning facilities, candy factories, breweries and wineries, (i) which offers product creation tours on a regular basis and samples of product and is actively marketed to Tourists, (ii) 50% of the production of which is for retail sales for consumption off site, and (iii) which is not a restaurant or similar facility that prepares meals for consumption on or off-site; or
 - (B) **Goods production.** A manufacturing facility where raw materials are transformed into finished product for retail sale, which offers product creation tours on a regular basis and is actively marketing itself to Tourists;
- (18) **Marina.** A sheltered harbor adjacent to a navigable waterway where boats are kept in the water and recreational boating services are provided;
- (19) **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;
- (20) **Orchard.** An established area or facility where consumers can purchase fruits, juice or cider directly from an Indiana producer;
- (21) **Park, Recreation Area, Forest or Wildlife Refuge.** A privately owned area designated for recreation that is made available to the public for activities such as fishing, picnicking, hiking, swimming, boating and sports;
- (22) **Performing Arts Center.** A center, in a theatre style, for performance of plays, music, dance, etc. by local or touring talent, which has a minimum of 250 seats;
- (23) **Religious Site.** A shrine, grotto or similar type of site that is of a unique religious nature;
- (24) **Resort Area.** A facility with those recreational amenities normally present at a facility that is the main focal point of a vacation, which offers on-site lodging and dining opportunities and is situated to take advantage of natural, historic or recreational attractions;
- (25) **Snow Ski Area.** A facility with those recreational amenities normally present at a snow ski facility (mechanical lifts, downhill skiing, tubing, snowboarding, etc);
- (26) **Trademark Destination Brand.** A district encompassing buildings, structures, sites or other facilities which are listed on the National Register of Historic Places or the Indiana Register of Historic Sites and Structures, as being of historical significance, are open to the public, and are open either a Saturday or Sunday as part of their five day per week requirement, which district has at least 20,000 visitors per year, a majority of whom are not short-term event traffic and are road users not living within 30 miles of the Business Facility; and Customer (A) is a local Convention & Visitors Bureau or other economic development agency with a community marketing plan in place, (B) is actively utilizing the destination brand in its marketing, a copy of the marketing plan for which has been provided to Consultant, and (C) has registered the trademark brand with the Indiana Secretary of State's office and provided a copy of the certificate to Consultant;
- (27) **Transportation Tourist Attraction.** A riverboat, canal boat, trolley or train that offers regular tours of a railway/streetcar line or a navigable waterway and attracts at least 1,000 visitors annually, the dock or station where visitors board which contains information about the attraction for when the riverboat, canal boat, trolley or train is away from the dock or station;
- (28) **U-Pick Farm.** An established area or facility where consumers can purchase pre-picked or pick-it-yourself fresh produce directly from Indiana producers;
- (29) **Visitor Center.** A facility where a Tourist may interact with local persons knowledgeable of the area for the purpose of obtaining information about local tourist activities and attractions, which is open either a Saturday or Sunday as part of its five day per week requirement;
- (30) **Water Park.** A free standing park enterprise with multiple permanently erected water features, rides and devices providing aquatic family entertainment and offering refreshments for visitor consumption, which is not a lodging facility with indoor water park facilities; or
- (31) **Zoological/Botanical Facility.** A collection of unique living animals or plants that is displayed through exhibits to educate the public about zoology or botany;

- (b) **Distance from Intersection.** The Business Facility (except any Trademark Destination Brand) is not more than seven miles from the Intersection;
- (c) **Minimum Annual Attendance.** The annual attendance of the Business Facility (except any Cemetery) is not less than 1,500;
- (d) **Minimum Hours of Operation.** The Business Facility (except any Arena, Convention Center, Performing Arts Center or Transportation Tourist Attraction) maintains regular hours and is open to the public at least five days each week, for six hours per day;
- (e) **Minimum Months of Operation.** The Business Facility (except any Agritourism Attraction, Amusement Park, Farmers Market, Marina, Orchard, Snow Ski Area, Transportation Tourist Attraction, U-Pick Farm or Water Park) is open to the public at least six months of the year;
- (f) **Tourist Traffic.** The Business Facility derives a substantial portion of income or visitors during the normal business season from road users not living within 30 miles of the Business Facility;
- (g) **Admission Charges.** If general admission is charged to the Business Facility, charges are clearly displayed at the place of entry so as to be apparent to all prospective visitors;
- (h) **On-Premises Sign** The Business Facility has an on-premise sign identifying the name of the facility;
- (i) **Parking.** The Business Facility (except any Cemetery) has adequate off-street parking for normal visitor demand but not less than 15 vehicles;
- (j) **Registration to do Business.** The Business Facility is registered with the Indiana Secretary of State's Office and maintains an active registration status;
- (k) **Restrooms and Drinking Water.** The Business Facility (except any Cemetery) makes available modern restrooms and drinking water for public use without charge (or, if an admission fee is charged for access to the Business Facility, the restrooms and drinking water are limited to paying customers, but no additional fee above the admission charge is charged for restroom access or drinking water); and
- (l) **General.** The Business Facility satisfies all requirements in the Policy; is open to all persons regardless of race, color, religion, ancestry, national origin, sex, age or disability; is neat, clean and pleasing in appearance; is maintained in good repair; and complies with all federal, state and local regulations for public accommodations concerning health, sanitation and safety.

Customer acknowledges hereby that Consultant is obligated and committed to INDOT under the State Contract and the Policy. 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 Policy and any INDOT interpretations thereof applicable to Customer and Customer's Sign, (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 Policy, (C) is abiding and will abide by any and all determinations of INDOT affecting Customer or its Sign, 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 Policy; (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 Policy 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 thereunder.

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.

If Consultant, in its absolute discretion, determines that Customer or the Business Facility is not in compliance with any representation, warranty, certification, covenant or agreement set forth in this Lease Agreement, Consultant may notify Customer of such noncompliance and, if such noncompliance is not corrected within 90 days, remove Customer's Sign from any Sign Structure.

9. Trailblazing Signs. If the Business Facility is not located on the roadway that motorists are turned to, Trailblazing Signs are required on the local roadway system that direct motorists to the Business Facility. Trailblazer Signs must be in place and in satisfactory condition prior to display of Customer's Sign on any Sign Structure on the state highway system. The procurement and installation of Trailblazer Signs on local roadways will be the responsibility of Customer. If Trailblazer Signs are not adequately maintained, Customer's Sign on any Sign Structure on the state highway system may be removed.

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

11. Maintenance. Consultant shall maintain, in accordance with the requirements of the State Contract and the Policy, the Sign Structure on which Customer's Sign is displayed. Consultant shall repair or replace damaged or broken parts of the Sign Structure after it becomes aware of the damage or breakage. All maintenance and repairs of the Sign Structure 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 Sign Structure shall be damaged, so long as Consultant shall act with reasonable promptness to have the Sign Structure 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 Sign in accordance with the requirements of INDOT.

If the Intersection for the Business Facility is closed for construction, Customer will not be required to pay, or will receive a refund of, any advertising charges for its Signs for such Intersection during the time such Intersection is closed.

12. Notice of Damage. Customer shall promptly notify Consultant of any damage to or disrepair of the Sign Structure on which Customer's Sign is displayed.

13. Damage to Sign Structure. In the event a Sign Structure on which Customer's Sign is displayed shall be destroyed or so substantially damaged that in the opinion of 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 Sign 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 Customer from liability if said Sign Structure was destroyed or damaged by reason of the acts or neglect of Customer, its employees or agents.

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

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 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, Customer or any Guarantor;
- (e) The institution of bankruptcy, reorganization, 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 Sign or any Sign Structure or any attempt by Customer to sell, assign, encumber or otherwise transfer the sign space or any portion thereof of this Lease Agreement or any portion thereof.

18. Remedies After Default. Upon an event of default of 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 Customer's Sign, 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 Sign 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 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 Paragraph 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.