

#### **2024 SIGN RENTAL AGREEMENT**

This agreement made and entered into as of \_\_\_\_\_\_day of 20\_\_\_\_\_, by and between the Purple People Bridge Company, a Kentucky non-profit corporation ("PPB") and \_\_\_\_\_\_ ("Client").

**SECTION 1. GENERAL DESCRIPTION OF THE AGREEMENT.** The PPB owns and operates the Purple People Bridge, a pedestrian bridge that crosses the Ohio River from Newport, Kentucky to Cincinnati, Ohio ("Bridge"). The PPB offers businesses the opportunity to advertise their business by placing signs on the Bridge. The PPB and Client desire to establish a business relationship to place a sign on the Bridge.

**SECTION 2. PLACEMENT OF SIGN.** The parties shall mutually agree on the location of the Client's sign on the Bridge. The PPB shall be responsible for erecting and placing the sign on the Bridge.

**SECTION 3. ARTWORK AND SIGN TYPE.** The Client shall provide all the artwork for the sign. The PPB will work with their vendor on the appropriate material and durability of the signs. The PPB offers two different sizes of signs to be paced on the Bridge, as follows:

- a) Small signs will be 30" X 72" with printing on both sides.
- b) Large signs will be 62" X 206" with printing on both sides.

**SECTION 4. COSTS.** The price for the sign selected by the Client shall be listed on Exhibit A "Sign Rental Rate Sheet" attached hereto. The purchase for the type, location, and term of the sign selected by the Client shall be paid in full at time of signing this agreement plus any sales tax. The time period for the sign shall be from\_\_\_\_\_\_ until \_\_\_\_\_.

**SECTION 5. RESTRICTIONS.** Any sign selected by the Client shall be subject to the approval of the PPB and any changes to the sign shall be subject to additional approval of the PPB.

**SECTION 6. NON-EXCLUSIVE.** The placement of a sign on the Bridge shall not guarantee any exclusivity for the product or service being advertised by the Client. The PPB reserves the right to place banners or signs on the Bridge for special events held on the Bridge.

**SECTION 7. INTELLECTUAL PROPERTY RIGHTS.** The Client shall be responsible for satisfying all intellectual property rights with respect to the contents of any sign and any third-party claims for infringement. The Client shall indemnify and hold harmless the PPB from any claims or causes of action for infringement, including attorney fees from any third-party claims.

**SECTION 8. TERMINATION.** The PPB reserves the right to terminate this agreement at any time for breach of this agreement by Client upon 5 days written notice to Client. The PPB may also terminate this agreement at any time upon 30 days written notice to Client. Upon termination for any reason the Client shall be entitled to a prorated refund for remainder of its term for payment within 30 days of termination.

**SECTION 9. SCOPE.** This agreement shall be interpreted under the laws of the Commonwealth of Kentucky and any modification or amendments shall be in writing signed by the parties. Any waiver of a provision of this agreement shall not be considered a waiver of any future term or condition of this agreement. This agreement shall be binding on the parties hereto and their successors, heirs, and assigns.

**IN WITNESS WHEREOF**, this Agreement is executed by:

The Purple People Bridge:	Client Name:
Signature:	Signature:
Print:	Print:
Title:	Title:
Date:	Date:

## Exhibit A

### **2024 SIGN RENTAL RATE SHEET**

### <u>Small Sign (30" x 72")</u>

- 1-3 months: \$1,500.00
- 4-7 months: \$3,000.00
- 8-12 months: \$4,500.00

# Large Sign (62" x 206")

- 1-3 months: \$3,000.00
- 4-7 months: \$5,500.00
- 8-12 months: \$8,000.00