

JCDecaux Airport Contract

Contract Revision #2 20200839

Date Tuesday, February 04, 2020

Prior Reference **NEW**

Salesperson(s) S.Cooksey

Manager Approval _____

Booking Dates 10/05/2020 - 11/01/2020

Customer reference ADV14638

P.O Number

Orlando/ Orange County Convention and Visitors Bu
Alisa Jacoby
6277 Sea Harbor Drive, Suite 400
Orlando, FL, 32821-8043

Phone 407-354-5543

Fax

Client

Division Holiday/Travel/Transport

Product/Category Travel Agents & Tourism

Campaign Orlando/ Orange County Convention and Vi

REGION	AIRPORT	#/TYPE	#/4wk	START	\$/4wk Periods	TOTAL
South East	Orlando Intl Airport	1 x Banner	1 Period(s)	10/05/20	\$3,100.00	\$3,100.00

Terms: **30 days**

Total Amount

\$3,100.00

Frequency of billing: **Every Four Weeks**

Comments: Due to the Covid 19 Pandemic the following revisions have been made:
Original Contract: 3/30/20-4/26/20, MCO4262BN, Total Amount: \$3,100.
Revised Contract: 10/5/20-11/1/20, MCO4262BN, Total Amount: \$3,100.

WRAP/EXTERIOR GUIDELINES:

*Wrap material must be removed or copy changed within 12-months from installation to receive 3M guarantee.

*Client is responsible for all costs associated with the production and posting cycle of wraps.

*Exterior display copy must be replaced within 1-year of installation.

*By signing this contract, Advertiser/Agency understands and accepts all Terms and Conditions presented on page 2 of this document.
Advertiser/Agency also acknowledges that this contract is not effective until approved and accepted by the JCDecaux Credit Department.

Accepted: _____
JCDecaux Airport Date

Accepted: Toni Caracciolo (Signature) Date: 5/5/20
Name: Toni Caracciolo (Please Print Name)
Advertiser Visit Orlando

1.0 Services to be provided

(a) Company and Agency hereby agree that in accordance with the terms and conditions set forth herein, Company will install and display advertising content which may be in the form of 3-dimensional items, digital format, or in the form of advertising posters (the "Display" or "Display Material"), to be provided by Agency as set forth herein for the term (as specified by the number of weeks and the Posting Date specified herein (the "Term"), which Term shall commence on the Posting Date set forth on page one (1). The location of the Display may be modified at any time by Company and Agency shall be notified, as promptly as practicable, of any such modifications.

(b) Company shall retain exclusive control and supervision over the installation, maintenance and removal of Display and over the structures and locations on which it is displayed.

2.0 Relationship of Parties

(a) If this Contract is between the Company and an advertising agency or media buying service, all references herein to "Agency" shall mean the advertising agency or media buying service, as applicable. If this Contract is between the Company and the entity for whom the Display is being created, installed, and exhibited (the "Client" or "Advertiser"), all references to "Agency" herein shall be deemed to read as "Client" or "Advertiser" and any terms or conditions referencing Agency acting as agent for a disclosed principal are deemed deleted because parties hereby acknowledge that a Client, as principal, is acting on its own behalf, without an agent and is contracting directly with Company. Agency may act as agent for a disclosed principal, (the Advertiser included), for so long as Agency is not insolvent or delinquent in its payments to Company to make payment on all billings hereunder. By signing this Contract, an Agency acting as agent, represents it has the authority to bind the Client to this Contract.

(b) Agency and Advertiser will be jointly and severally liable for the payment of sums due hereunder, however, Company will not seek payment from Advertiser, unless and until Agency becomes insolvent or delinquent in its payments to Company, at which time, without relieving Agency of liability, Company will then look to Advertiser, but only to the extent that Advertiser has not theretofore made payment to Agency thereon. Notwithstanding any payments made by Advertiser to Agency, Company will look to Advertiser even if that Advertiser has theretofore made payment to Agency thereon, (i) while knowing that Agency had entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser to Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Company that Agency is delinquent under this or any other charge(s) between Company and Agency.

(c) Nothing herein contained relating to the payment of billings by Agency will be construed so as to relieve Advertiser of, or diminish Advertiser's liability for, breach of its obligations hereunder.

3.0 Terms of Payment

3.1 Company will bill Agency in advance of posting at the address set forth on page one (1) for the total of the Net Fees plus any Special Charges. Agency will pay Company thereon, at the address on bill, within thirty (30) days after date of invoice. If Agency or Advertiser fails to pay any invoice when due, in addition to amounts payable thereunder, Company will be promptly reimbursed its collection costs, including reasonable attorneys' fees, plus a monthly service charge at the rate of one and one-third (1 1/3%) percent per month of the outstanding balance of the invoice, or if less, to the maximum extent permitted by applicable law. In addition to late payment charges, at any time after default by Advertiser, the Company shall have the right at its sole option to either (i) accelerate and cause to be immediately due and payable all payments to be made which have not yet been made under this Contract; or (ii) cancel this Contract and to require immediate payment of the balance due, including the addition of the applicable short term rate, and to remove Advertiser's displays (without prejudice to any other rights the Company may have). Advertiser agrees to pay promptly the amount the Company determines to be due pursuant to this paragraph and to reimburse the Company for the reasonable expense it incurs in the collection of said amount, including but not limited to reasonable attorneys' fees and disbursements.

3.2 Client may audit any amounts paid under this Contract for one (1) year after the date of the last payment.

4.0 Rates

(a) Quoted rates are computed on the basis of twenty-eight (28) days to each period. Advertiser shall pay all applicable sales, use, and related taxes.

(b) Unless otherwise set forth on page one (1) of this Contract, (i) all rates are for use of space only, and do not include cost of designing, producing, delivering, installing, or erecting Display Material (when applicable); and (ii) service charges will be made for all changes in Display Material after the initial placement required under this Contract and Advertiser agrees to pay all expenses in connection with initial installation and removal as specified on Company's specification sheets, as well as subsequent changes of Display Material required under all contracts.

(c) The cost of standard electrical illumination for illuminated displays is included in the space rate as are regular cleaning of all display fixtures and maintenance of standard illumination. All advertising display fixtures will be

supplied by the Company. For unspecified sites, rates quoted are for non-selected positions and subject to rotation shifts.

5.0 Posters

5.1 Delivery

(a) As provided below, Agency will deliver to Company acceptable posters in sufficient quantity for proper display at no expense to the Company.

(b) The Advertiser shall supply overage of posters as specified on Company's specification sheets. (Overage is not required for exhibit space and non-lit displays).

(c) Advertiser agrees to prepare and deliver sufficient Display Material (including overage) to designated service points, at Advertiser's expense, at least ten (10) calendar days prior to the Posting Date of this Contract or date for copy change. If Display Material is not received by the required date, or if Display Material does not conform to specifications, or if Advertiser delivers insufficient amount of Advertiser's material, the Company is hereby authorized, as its sole option and its sole discretion, to leave vacant or to post Display Material one (1) week after receipt, or soon thereafter as appropriate display space becomes available, subject to Section 5.2 below.

(d) Advertiser, at Advertiser's expense, shall supply replacements for any damaged or defaced Display Material. The Company is hereby authorized, without notice or liability, to remove and leave vacant or use substitute copy for any Display Material which may be defaced, damaged, or otherwise become deteriorated and for which Advertiser has failed to provide replacements. It is hereby agreed that non-use of space arising from Advertiser's failure to provide such replacement will not relieve Advertiser from obligation to pay for such space.

(e) Proof of Performance will be provided as described in the Outdoor Advertising Association of America, Inc. guidelines.

(f) Advertiser shall carry its own insurance relating to its Displays. The Company shall not be responsible for loss or damage in transit, nor during the period of exhibition, nor for the return at the termination of this Contract of Advertiser's Displays.

5.2 Shipping and handling fee for late delivery of posters

Posters for display in city street furniture or mall properties arriving after 5:00 pm on the Wednesday prior to Posting Date are subject to a fifteen (\$15) dollar net per poster additional charge in order to make the scheduled Posting Date. Posting of Displays may be delayed by one (1) week if Agency does not accept the fifteen (\$15) dollar net per poster additional charge and subject to the requirements of Section 5.0.

5.3 Production

Posters must conform to Company's specification sheets as provided to the Advertiser or Agency, as applicable.

5.4 All removal of copy shall occur after the end of the business day of the last day of a given campaign.

6.0 General

6.1 Termination and Loss of Service

(a) Any delay or failure by Company to perform hereunder as the result of force majeure, labor dispute, law, governmental action or order, or similar causes beyond Company's reasonable control, will not constitute a breach of contract, but Agency will be notified as promptly as practicable and the Company, at its sole discretion, shall have the option of terminating this Contract or providing, pro rata, (i) equivalent extension of the Term; or (ii) additional placement. In the event of a failure to provide available illumination on at least ninety (90%) percent of the display fixtures, Agency will receive an extension of display or a fifteen (15%) percent discount for each non illuminated display fixture, at Company's election.

(b) Company will ensure that digital displays for this Contract shall be available, active, and operable for no less than ninety percent (90%) of the display time within any billing period. Company shall not be obligated to provide and credits or other discounts to Agency if Display Material is displayed for such ninety percent (90%) or more.

(c) When any existing display location is no longer available due to a loss of the structure for any reason, Company will replace such lost location with another location if available, or otherwise provide a pro-rata refund for the unavailable location.

(d) Company may, upon notice to Agency, terminate this Contract at any time upon material breach by Agency or Advertiser.

(e) Company reserves the right to use the Display for its own marketing presentations.

(f) Agency shall have sole authority over the manner in which the Displays are placed, maintained, or removed, except as specified in this Contract.

6.2 Special Charges

Company may, from time to time, provide Agency with certain related advertising services for which Company shall charge Agency for Special Charges as specified on page one (1) of this Contract under "Additional Terms/Comments."