

**OHIO DEPARTMENT OF TRANSPORTATION
BUSINESS LOGO SIGN PROGRAM
ADVERTISING AGREEMENT**

Name of Business: _____ Telephone: _____

Name of Applicant: _____

Business Address: _____

Mailing Address: _____

Contact: _____

Route: _____ Intersected Route: _____ Exit Number: _____ County: _____

Customer hereby authorizes and instructs the Ohio Department of Transportation (ODOT) to install and maintain Logo Sign Panels as described below, or as per list attached. Initially, there will be no charge for this service. However, ODOT expressly reserves the right to amend this agreement and begin charging for this service at a rate of no less than \$800 per direction (one mainline and one ramp logo sign panel) and no less than \$120 per trailblazer sign.

Route	Location	Direction	Mainline Sign	Ramp Sign	Trailblazer Sign

Customer shall supply its logo sign panels to ODOT and ODOT shall install Customer’s logo sign panels on the Specific Service Signs within a reasonable time after receipt. The specifications of Customer’s logo sign panels will be attached and shall be described in Exhibit “A” attached hereto and made a part hereof.

Customer represents and warrants that it is, and will continue to be during the term of this agreement and any extensions thereof, a qualified business that provides gas, food, lodging, camping, or attraction services, with all facilities and operations for such service required for participation as outlined in ODOT’s Rules and Regulations pertaining to the Business Logo Sign Program.

STANDARD CONDITIONS

1. **SIGNS FURNISHED.** It is the Customer responsibility, at its expense, to provide mainline and ramp logo sign panels, for this agreement in accordance with the specifications of ODOT. If ODOT is to furnish logo sign panels for Customer, Customer will be charged a manufacturing fee. The logo sign panels may consist of Customer’s name, trademark or symbol, providing it does not resemble any traffic sign, symbol, or device. The Customer will always retain ownership of the individual logo sign panels in the event that the Business Logo Sign Program is terminated.

2. MAINTENANCE AND REPAIRS. ODOT will inspect the logo sign panels and specific service signs at reasonable intervals. Customer shall promptly notify ODOT of any damage to, or disrepair of the specific service signs and ODOT shall promptly notify Customer of any damage to or disrepair of Customer's logo sign panels. Upon notice from ODOT that repairs to a logo sign panel are necessary, Customer shall contract with ODOT to perform any required removal, repairs and reinstallation due to theft, vandalism or other damage.

3. CUSTOMER represents and warrants that it is, and will continue, at all times during this agreement, to be in conformity with all Federal and State laws including those requiring Customer to provide its services without regard to race, color, sex, religion, age or national origin. Customer agrees to provide ODOT with a notarized statement to this effect prior to the erection of the logo sign panels.

4. COMMENCEMENT OF AGREEMENT. The commencement date for service is the actual date of completion of the last installation

5. ART WORK. If ODOT is requested by Customer to submit art work, then art work submitted by ODOT shall be approved or substitute art work shall be furnished by Customer within ten (10) days after submission. In case of default in furnishing or approval of art work by Customer, then commencement of service shall be deemed to occur on the dates on which the various spaces are available for service. Customer warrants that approved art work does not infringe upon any trademark or copyright, state or federal. Customer agrees to defend, indemnify, and hold ODOT free and harmless from any and all loss liability, claims and demands, including attorney's fees, arising out of the character, contents or subject matter of any design displayed pursuant to this agreement. ODOT reserves the right to reject any design or logo that it does not deem acceptable.

6. ACCEPTANCE OF AGREEMENT. This agreement shall become binding upon execution of a duly authorized officer or agent of Customer and acceptance by ODOT. ODOT may take reasonable time to check credit and retains the right not to accept this agreement. However, if this agreement is not accepted within thirty (30) days after signing by Customer, Customer may give written notice of termination to ODOT within fifteen (15) days after execution by ODOT.

7. SEVERABILITY. This contract is to be governed by and construed under the laws of the State of Ohio. Each of the parties hereto submits to the exclusive jurisdiction of any Ohio State court sitting in Franklin County, Ohio. For any action or proceeding brought to enforce this agreement, venue shall lie exclusively in the County of Franklin, State of Ohio. Any provisions of this agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other Jurisdiction. To the extent permitted by applicable law, Customer hereby waives any provision of law which tenders any provision hereof prohibitive or unenforceable in any respect

8. UNCONTROLLABLE DELAYS AND INTERRUPTIONS TO SERVICE. ODOT shall not be liable for loss or damage on account of delay(s) due to inclement weather, fire, or other casualty loss, strikes, governmental laws, rules or regulations, act of Providence, or any other reason not in ODOT's control. In the event ODOT is responsible for a delay or interruption, ODOT may extend the agreement beyond its termination date to make up for the delay or interruption. In the event any of the locations covered by this agreement become so impaired as to permanently destroy the advertising value, Customer may delete such location from this agreement.

9. THIS AGREEMENT constitutes the entire agreement between Customer and ODOT. ODOT shall not be bound by any stipulation, condition or agreement, not set forth herein. Waiver by ODOT of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

10. MISCELLANEOUS INFORMATION. The following limited information is provided as additional reference to specific terms or policies of the Ohio Logos Program.

A. MEASUREMENT - For the purposes of establishing mileages for priority of participation, measurements are taken from the ramp terminus (end of ramp) to the driveway entrance to a business. In the event that a business is located in a shopping center or larger common area, the measurement will be taken to the front curb by the door.

B. LOGO SIGN PANEL DESIGN - Logo sign panels may provide supplemental information about other services such as “diesel only,” “diesel” and/or “alternative fuel” which may be used on gas logo sign panels. Other supplemental messages may be provided including, “open 24 hours” which may be used on gas or food logo sign panels. The message “closed — day” shall be used on food logo sign panels when required in Rule 5501:2-6-05 of the Administrative Code. Logo designs may be produced in any color or color combination available from standard highway colors, which depending on the color can last from 3-5 years. Blended colors could shorten the life or effectiveness of the sign.

STATE OF OHIO
Department of Transportation

CUSTOMER:

By: _____
DIRECTOR

By: _____

Print Name

Title

Date: _____

Date: _____