

Maine Turnpike Authority – Logo Sign Agreement

In consideration of the covenants and annual rental payments described below, the MTA agrees to install and maintain logo signs supplied by Customer on MTA sign panels as described on a document entitled Exhibit A – Sign Specifications, a copy of which is attached to this agreement and incorporated herein.

1. Term: The Initial Term of this agreement shall commence on the date of installation of the Customer signs, and shall continue until the fifth subsequent May 1st. This agreement shall subsequently renew each May 1st for an additional twelve-month Renewal Term unless otherwise directed in writing by either party 30 days or more prior to the expiration date of the initial term or any renewal term. This agreement is governed by the provisions herein and by the most current version of the MTA's Rules and Regulations for the MTA Logo Signing Program, as may be duly amended from time to time throughout the term of this agreement.

2. Installation of Signs: Customer shall supply its logo signs to the MTA within 45 days of execution of this agreement and the MTA shall install the signs on MTA owned sign panels within a reasonable time thereafter. The signs and the logos thereon shall comply with the MTA's rules and the attached Exhibit A – Sign Specifications. Any sign which does not, in the MTA's sole judgment, comply with the MTA's Rules or Exhibit A, may be rejected by the MTA in which case it will be Customer's responsibility to provide a compliant sign at Customer's sole expense.

3. Removal of Signs: Customer represents and warrants that it is, and will continue to be throughout the entire term of this Agreement, a facility that qualifies as eligible for a logo sign under the MTA's Rules. If at any time Customer's facility is determined by the MTA not to be eligible for a logo sign due to the facility's failure to meet one or more of the standards contained in the MTA Rule, including but not limited to attendance and distance from interchange standards, and such ineligibility is not corrected to the MTA's satisfaction within 30 days of written notice, then in such an event this agreement shall be immediately null and void and the MTA may remove Customer's signs from the MTA sign panels at Customer's expense. In the event of the MTA's removal of Customer's sign a pro-rated amount of the Customer's rental fee based upon the next renewal date shall be refunded to Customer, minus the cost incurred by the MTA in removing the sign (including but not limited to the cost of personnel and equipment time). If the amount owed by Customer exceeds the amount to be refunded the MTA shall invoice Customer for the difference and Customer shall pay the MTA within 30 days of receipt of the invoice.

4. Rental Payments: Customer hereby agrees to pay MTA rent of \$_____ per year (May 1st to the following May 1st). Rent for the initial year of the contract shall be due within 30 days of written notice by the MTA that the Customer's Logo Signs have been installed. The rental amount for the initial year will be reduced by a prorated amount based upon the number of days from installation of the signs to the next May 1st. Rent for subsequent years shall be invoiced to Customer by the MTA each March for the forthcoming year and shall be due on April 15th or the first business day following. Failure of Customer to pay rent or any other amounts due under this Agreement for a period of 30 days from when said amounts are due shall result in default and ineligibility for a logo sign, in which case this agreement shall be null and void and the MTA may immediately remove Customer's signs pursuant to Section 3, above.

5. Disposal of Signs: Signs removed by the MTA shall be held at an MTA maintenance facility for up to 30 days from removal, during which period Customer may arrange to pick up the sign at a mutually agreeable time. After expiration of the 30-day period signs shall become the property of the MTA and may be disposed of in whatever manner is convenient to the MTA. Any cost incurred in disposal of a sign pursuant to this paragraph shall be reimbursed by Customer to the MTA and may be deducted by the MTA from any amount owed by the MTA to Customer.

6. Damage to Signs / Replacement of Signs: Customer bears the risk for any and all damage to Customer's signs while on MTA property, unless said damage is caused directly and solely by the negligence of the MTA. It is also Customer's obligation to replace signs that have become worn out through natural causes. If one or more of Customer's signs is damaged or worn to the extent that, in the MTA's opinion, the sign has become illegible, unsightly or is no longer in compliance with MTA standards, it will be Customer's responsibility to provide acceptable replacement signs within 30 days of written notice from MTA. Damaged or worn signs and ramp and other signage auxiliary to the damaged/worn sign, even if not damaged or worn, may be removed and stored by the MTA until a replacement is supplied, and the MTA shall not be liable for any refund of rent or any other damages for the period from when the signs are removed to when the replacements are installed. Damaged or worn signs removed under this section will be treated as described in sections three and five, with Customer responsible for all costs involved in removing, storing and disposing of signs.

7. Logo Content: The logo on signs supplied by Customer shall be substantially the same in design and content as the logo previously supplied to the MTA and included in Exhibit A attached hereto. If no logo is included in Exhibit A, the MTA shall have the right to approve the content of any logo, in its sole discretion, and no signs bearing that logo will be accepted for installation under this Agreement unless they have been approved in writing by the MTA. It is Customer's responsibility to obtain the MTA's written approval of logos, and the MTA shall not be responsible for any damages or costs of whatever variety that Customer may incur due to failure to obtain the MTA's approval.

Logos shall be limited to a symbol or trademark and/or a short text which shall be limited to identifying the name or abbreviation under which the service advertised commonly operates. Text other than text which identifies the name or abbreviation of the service shall not be allowed. The MTA may reject logos due to content that in the MTA's sole discretion may be deemed offensive by MTA users, reflect poorly upon the reputation of the MTA, which may tend to cause confusion in the mind of the public with another business or service, or which contain profane or offensive word or images (including but not limited to racial, religious and ethnic slurs or symbols or derivatives thereof).

Customer warrants that any logo submitted by it under this Agreement will not infringe upon any intellectual property right of a third party under state or federal law. Customer will defend, indemnify and hold the MTA harmless from any and all claims alleging an infringement of intellectual property rights by Customer's signs. The MTA reserves the right to reject logos it believes may violate intellectual property rights of a third party, and to remove or cover Customer's signs temporarily if a claim is made by a third party that Customer's signs violate that party's intellectual property rights. In such a case, the MTA will work with Customer to resolve the issue, and may allow the signs to be restored upon the posting of a bond or other adequate financial assurance by Customer.

8. Limitation on Damages: Customer releases and holds the MTA harmless from any and all claims of Customer or third parties that might arise from this agreement or be related in any way to Customer's participation in the MTA logo program, saving only physical damage to Customer's logo sign solely and directly by the MTA.

9. Termination: Upon the termination or expiration of this Agreement the MTA may immediately remove all of Customer's signs in accordance with sections 3 and 5 of this Agreement.

10. Entire Contract: This Agreement and the documents specifically incorporated herein constitute the entire contract between the parties, and no other statement or agreement written or oral shall be deemed to modify the terms of this contract unless specifically stated in a document signed by both parties. No failure to enforce any term herein shall be deemed a waiver of that term.

11. Notices: Notices and invoices under this agreement shall be considered valid if mailed to the address and contact person listed below. All communications will be considered to have been delivered three days after mailing. It is Customer's responsibility to notify the Authority in writing of any changes of address or contact person.

Gregory J. Stone
Maine Turnpike Authority
2360 Congress Street

Customer (*insert name & address*)

Date: _____

Date: _____