

BILLBOARD LEASE

Lease # _____

This Agreement is made this _____ day of _____, 19____, by and between _____ (hereinafter called "LESSOR") and _____ (hereinafter called "LESSEE").

1. **PREMISES.** LESSOR does hereby lease and demise to LESSEE space for outdoor advertising purposes a portion of the real property located at _____, _____, Pennsylvania at a location mutually agreeable to the parties in the _____ section of the property at such location (such designated area hereinafter being called the "Premises").

2. **TERM.** The term of this Lease shall be _____ (__) years beginning on the first day of _____, 19____ and ending on the _____, 20____, subject to the conditions of Paragraph 11 hereof.

3. **RENTAL.** The total rental payable during the term shall be _____ and 00/100 Dollars (\$_____). Payments shall be made in _____ (__) equal monthly installments of \$_____ per month due on the first day of each month.

4. **RENEWAL OPTION.** LESSEE shall have the right to renew this Lease for one additional _____ (__) year term upon the same terms and conditions contained herein except for rental which shall be negotiated and agreed upon no less than thirty (30) days prior to the expiration of the original term. Failure of the parties to agree on a mutually acceptable rental shall result in the renewal option automatically terminating.

5. **USE.** The Property is leased for the sole purpose of construction, operations and maintenance of outdoor advertising display(s). LESSEE is herewith, subject to the conditions contained herein, the sole and exclusive right to display advertising copy on the Premises unless otherwise specified in this lease agreement. The LESSEE shall have the right to erect, place and maintain advertising sign structures and equipment therefor on the demised premises to post, paint, illuminate and maintain advertisements on such structures. All structures, equipment and materials placed upon the said Premises by the LESSEE shall always remain the property of, and may be removed by the LESSEE at any time prior to or within a reasonable time after the expiration of the term hereof or any extension hereof, provided LESSEE shall first give LESSOR no less than one business day's prior notice of LESSEE's intention to service, maintain, erect, replace or remove any sign structure, equipment or other property placed upon the Premises by LESSEE.

6. **CONSTRUCTION.** Construction of the outdoor advertising structures shall be comprised exclusively of a steel single pole, or steel "I" beam, steel unipole, or wood poles. All construction shall be performed by LESSEE or LESSEE's agents, at LESSEE's sole cost and expense, in strict conformity with all applicable federal, state and local laws, rules and regulations.

7. **INSURANCE and INDEMNIFICATION.** LESSEE shall maintain, at LESSEE's sole cost and expense, liability insurance for any and all damages resulting in personal injury or property damage in connection with the erection, servicing, maintenance, removal, replacement of the sign structure(s), equipment and other property placed on the Premises by LESSEE and all other occurrences arising out of LESSEE's use of the Premises. Such insurance shall name LESSOR as an additional insured/loss payee and shall be in an amount not less than \$_____ and shall contain a provision that the policy shall not be terminated, amended or altered except upon 30 days prior written notice to LESSOR. LESSEE shall provide proof of such insurance no less frequently than annually.

LESSEE shall indemnify and hold LESSOR and all of LESSOR's affiliated companies, officers, directors and employees (all of such entities collectively being included in the term "LESSOR" for the purposes of this Paragraph) from and against any and all liability arising out of LESSEE's use of, or act or omission in connection with, the Premises. Such indemnification shall include but not be limited to reimbursing LESSOR for all damages, costs, fees (including attorneys' fees), expenses and claims made against LESSOR arising out of LESSEE's use of the Premises.

The obligation of LESSEE to indemnify LESSOR and hold LESSOR harmless shall survive the termination of this Lease Agreement.

8. **RELOCATION OF BILLBOARDS.** In the event the Premises on which an outdoor advertising structure is located is sold, leased, improved or developed so as to necessitate the relocation of the outdoor advertising structure, LESSOR agrees, at LESSOR's sole expense, to relocate said outdoor advertising structure to a reasonable location of like value and exposure.

9. **SUBLEASING.** LESSEE shall have the right to sublease the Premises under the terms and conditions contained herein subject to LESSOR's prior written consent, such consent not to be unreasonably withheld. In the event of such subleasing, LESSEE shall remain fully liable for all obligations under this Lease Agreement, such subleasing having no effect on LESSEE's obligations hereunder.

10. **TERMINATION.** LESSEE shall have the right to cancel this Lease upon thirty (30) days prior written notice to LESSOR if any of the following occur:

- (a) LESSEE's signs or structures on the Premises are or become entirely or substantially obscured or destroyed through no fault of LESSEE and LESSEE chooses not to repair said signs, LESSEE to make such determination within thirty (30) days after the event causing the destruction or obscuration; failure to make such determination shall be deemed a waiver by LESSEE of such right to cancel;
- (b) The Premises are or become unsafe for maintenance of LESSEE's signs or structures, through no fault, act or omission of LESSEE;
- (c) A permanent diversion of change of traffic occurs along the street or streets adjacent to, or leading past the Premises;
- (d) LESSEE is prevented by an present or future law, regulation or ordinance from constructing or maintaining such signs on the Premises.

11. CONDITIONS PRECEDENT TO LEASE'S EFFECTIVENESS. This Lease shall become effective and rental due hereunder only upon LESSEE's receipt of all necessary permits for the erection or maintenance of such signs and upon the erection of said signs as LESSEE may desire to construct or maintain on the Premises; provided however, if such permits are not obtained and the signs erected within sixty (60) days following the commencement of this Lease, LESSOR shall have the unconditional right to terminate this Lease Agreement upon notice to LESSEE. Once such permits have been obtained, if they should subsequently be lost due to a failure of LESSEE or a desired change of use of the sign structures or Premises by LESSEE, rentals shall continue and shall not be abated.

12. LESSOR'S COVENANTS. LESSOR covenants to LESSEE that:

- (a) It has the authority to make this Lease;
- (b) It will not permit any other billboards to be erected on the Premises;
- (c) It will not permit any shrubs, trees, vines, buildings, or other signs or billboards to be planted or erected on the Premises which would obstruct or materially impair the visibility of LESSEE's structure(s).

13. LESSEE'S COVENANTS. LESSEE covenants to LESSOR that it will:

- (a) Promptly pay rental as due pursuant to this Lease and abide by all of its terms and conditions;
- (b) Keep all signs, structures, billboard, equipment and related property placed on the Premises by LESSEE in good repair;

(c) Use reasonableness in its cutting and trimming of trees, bushes, brush or other vegetation upon the Premises;

(d) Use its best efforts to promptly attempt to procure all permits necessary for construction and maintenance of advertising structures on the Premises, all at LESSEE's sole cost and expense;

(e) Comply with all laws, regulations, ordinances and rules including but not limited to any and all environmental laws, rules and regulations, applicable to the construction, erection, maintenance, replacement and removal of signs, sign structures and equipment used or placed on the Premises.

(f) Not place in or on nor bring in or on to the Premises, any hazardous substance as such term is defined under state or federal law (whichever definition being more expansive).

(g) Not accept or place any advertising in or on any structure on the Premises for any entity or activity which competes with LESSOR or any affiliated entity of LESSOR.

14. **LESSOR'S RIGHT TO LEASE STRUCTURE(S).** LESSOR shall have the unconditional right, but not the obligation to lease the structure(s) which LESSEE is to place on the Premises on the same terms and conditions as any other licensee or tenant of LESSEE, however the rental for the use of such structure(s) shall be fixed at \$_____/month when and if LESSOR does rent such structure(s).

15. **MISCELLANEOUS.** The use of gender shall include all genders. The singular number shall include the plural, or the plural the singular, as the context may require. This Agreement shall be binding on the respective successors, and to the extent assignable on the assigns or nominees of the parties hereto. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to LESSOR or LESSEE, as the case may be, at the addresses set forth at the beginning of this Agreement or, in the alternative, via hand delivery or any recognized overnight delivery service. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement may be recorded in any public office or repository. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never

been contained herein. This Agreement constitutes the complete, final and exclusive agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties in connection with this subject matter. The Agreement and the terms and conditions herein may not be modified except by a writing and signed by all parties hereto. LESSOR may freely assign, hypothecate, transfer and convey any or all of its rights, privileges, duties and obligations hereunder. LESSEE shall not assign any of its rights, privileges, duties or obligations hereunder however, LESSEE may sublease the Premises provided it is in strict conformity with Paragraph 9 above. This Agreement may be executed in counterparts with each copy having the full force and effect as if one agreement were executed. This Agreement may be executed via facsimile with the same force and effect as if one agreement were executed concurrently by all parties in person.

ATTEST: LESSOR: _____

_____ BY: _____

Consent to Billboard Lease Given by Record Title Owner:

BY: _____

ATTEST: LESSEE: _____

_____ BY: _____
