



**MBEESWAX**

## DIGITAL BILLBOARD RENTAL AGREEMENT

MBEESWAX HOSTING (PTY) LTD

50 BETTY STREET

RIVIERA

PRETORIA

BILLBOARD LOCATION: Cnr Garstfontein & Solomon Mahlangu

BILLBOARD SIZE: 4096W x 2404H

### ADVERTISER:

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CELL: \_\_\_\_\_

### BILLBOARD RENTAL RATES:

DURATION: \_\_\_\_\_ START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

RATE: R4 000pm One month  R3 600pm three months  R3 200pm six months

ARTWORK: \_\_\_\_\_

RSS FEED: \_\_\_\_\_ "EXCLUSIVE" CATEGORY: \_\_\_\_\_

ROTATION GUARANTEE: Average rotation of 20x per hour x 24 hours = 480 rotations per day.

OTHER: \_\_\_\_\_



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### **Terms & conditions:**

**Payments:** payment will be due up front before advertisement will be scheduled to run.

Monthly billing cycle can be used with payment due at the first of the scheduled run . If payment is not received on the due date then the ad will not run, and it could be replaced with the next available or waiting customer.

**Service interruptions:** in the event the billboard cannot service the contract due to power outages caused by weather or other non-controllable "natural" acts, there will be a grace period of 60 minutes to restore the power failure. After this grace period the contract rates will be prorated & a credit given in the amount equal to the time of power loss beyond the 60 minute grace period. Any lost advertising time lost due to malfunctions in the billboard equipment, a credit will be given without a grace period equal to the total time lost to repair.

**Calculations of rates:** all rental rates will be calculated by using a monthly interval. The billing cycle will begin on the day the ad starts. If the contract is longer than a month then the payment for the next run duration will be due on or before the eighth day or the beginning of the next contracted unpaid ad rotation. All payments are due up front before ad is scheduled to run.

**Rejections, warrants, guarantees & approvals:** the customer/advertiser warrants that all approved designs, artwork, or advertisements do not infringe upon any trademarks or copyrights either state, federal, or local. The customer/advertiser agrees to hold, defend, & indemnify MbeesWax, free & harmless from any and all losses, liability, claims, and demands, including attorney's fees or other fees, any suits that arise from any advertisement placed on billboard or any verbal ad content or subject matter including partial contents of ads or copy displayed on board in pursuant of this contract. MbeesWax, will reserve the right to reject or withdraw any ad or copy either before or after posting to billboard. MbeesWax, will also reserve the right to terminate any contract at any time for any reason. Any prepayments will be returned in the event of a contract termination. \*in the event a customer/advertiser wants to terminate a contract, then they may do so, but depending on the contract rate and/or the discounted rate for extended contracts, there could be penalties equal to the discounted amount vs. The used-up duration of the original contract.

**Guarantees:** Mbeeswax does not guarantee the amount of "images" or the number of "spots" during any given 24 hours. Generally, a "spot" within a rotation will generate approx. 480 "images/vidoes" per 24 hours and Mbeeswax will strive to meet this goal. But during seasonal peaks and demands, a customer may experience more or less than 480 images per 24 hours. Customers will be able to receive performance reports generated by the billboards electronics.



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**Artwork, scheduling & rotations:** generally, the customer can provide artwork.

Mbeeswax can provide artwork for the customer for free. Depending upon the difficulty of the art.

***By signing this agreement, the customer/advertiser is stating that they are authorized to execute the contract in its full entirety. The advertiser authorizes & MbeesWax Hosting to proceed with the above terms of the contract & agrees to pay the fees described in the terms. By signing below, this becomes a binding contract to be arbitrated if needed, in the national court of law.***

\_\_\_\_\_  
CUSTOMER/ADVERTISER SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
David Mashilo  
MBEESWAX HOSTING (PTY) LTD