

Sales Contract

This agreement is between Waukegan Main Street (WMS), a non-profit corporation under Section 501(c)(3) of the Internal Revenue Code, located at 214 W. Washington St, 2nd Floor, Waukegan IL 60085 and _____ (Name of Buyer/Advertiser), located at/with its principal place of business at _____ (address). WMS desires to provide advertising space for local businesses on kiosks located in downtown Waukegan.

1.) Terms

WMS shall provide space on its kiosk located at the northeast corner of Genesee and Clayton Streets (near the Genesee Theatre) in downtown Waukegan, Illinois. Advertiser shall provide to WMS the advertisement, in the sizes described below, for a period of one (1) year from the date of installation.

2.) Space Available

The standard sizes available for purchase are (check one):

- | | |
|--|------------------------|
| a. 1/8 th frame (size 12" x 9") | Cost: \$ 200.00 _____ |
| b. 1/4 th frame (size 12" x 19" portrait) | Cost: \$ 400.00 _____ |
| c. 1/4 th frame (size 25" x 9" landscape) | Cost: \$ 400.00 _____ |
| d. 1/2 frame (size 25" x 19") | Cost: \$ 800.00 _____ |
| e. Full frame (size 25" x 39") | Cost: \$1,600.00 _____ |

3.) Time

The advertisement will be placed quarterly, on February 1, May 1, August 1, and November 1. The one year period will start with the date of installation.

4.) Content

All content is subject to the review and approval of WMS for appropriate subject matter. Any changes to the content of the advertisement by the Advertiser must be made by the first day of the month preceding installation. All advertisements are printed by Little Fort Media, 113 N. Genesee St, Waukegan IL 60085. Advertiser must provide WMS with the logo and graphics desired on the advertisement. Any additional fees incurred in altering the logo or graphics for printing are the responsibility of the advertiser.

5.) Payment

Payment for the full one year period is required prior to the placement of the advertisement. No refunds are available once the advertisement is placed. Payments are to be payable to Waukegan Main Street.

6.) Placement

Specific locations within each kiosk are available for ads to be placed. Placement is reserved on a first-come, first-serve basis.

7.) Right of Refusal

Advertiser shall have the right of first refusal in purchasing their current space for the ensuing year. This right must be exercised no later than thirty (30) days prior to the expiration of the current year.

8.) Other Laws/Indemnification

Advertiser shall comply with all local, state, and federal laws governing solicitations, individual privacy, intellectual property, copyright and decency. Advertiser shall indemnify and hold harmless WMS, its officers, agents, and employees for any third-party claims arising out of alleged violations of such laws including but not limited to damages, losses, costs, attorney fees, and legal expenses.

9.) Force Majeure

In the case of any act of nature or other occurrence beyond either party's reasonable control, neither party shall hold the other liable for any delay or default in completion of the terms of this agreement.

10.) Termination

The contract shall terminate 364 days after the beginning date and may be renewed for the same period of time (one year) at the agreement of the parties.

11.) Governing Law and Venue

The laws of the State of Illinois govern this agreement. If any legal action arises from this agreement, it shall be filed with the 19th Judicial Circuit of the State of Illinois, Waukegan, Lake County Illinois.

12.) Complete Agreement

The parties agree that the written terms of this agreement represent the entire agreement between the parties. The parties stipulate that neither party has made any representations not contained within this written agreement and that any representations made prior to the date of signature of this agreement are void.

Waukegan Main Street:

Advertiser:

Signature

Signature

Printed Name

Printed Name

Date

Date

Amount Received: _____

Cash or Check # _____