

TERMS AND CONDITIONS

FEE: For new contracts, payment of the annual fee (or pro-rated portion) is due within 30 days of acceptance of the Agreement by LoneStar Logos Management Company, LLC ("LSL"). Failure to timely tender payment voids this Agreement. Returned checks shall be subject to a \$30 fee. Prices quoted reflect a 3% discount for payment by cash or check. Credit card payments will be charged the full amount, which is 3% above the quoted price.

NOTICES: Participant agrees that future notices may be sent to the email or physical address provided above concerning changes to the program. Future renewals of this Agreement may be accomplished electronically or by mail. By making a renewal payment, Participant agrees to all terms and condition set forth in notice.

LOGO SIGN PLACARDS: Participant shall provide all logo sign placards for this Agreement in accordance with TxDOT specifications. LSL or TxDOT reserves the right to reject any design or logo that it does not deem acceptable. The logo placard shall be provided to LSL within 30 days of the acceptance of this Agreement by LSL. The Participant will retain ownership of the individual logo sign placards.

MAINTENANCE AND REPAIRS: LSL will inspect the specific service signs at reasonable intervals. Participant shall promptly notify LSL of any damage to, or disrepair of the specific service signs and LSL shall promptly notify Participant of any damage to or disrepair of Participant's logo sign placard. Upon notice from LSL, Participant shall promptly provide LSL with a new logo placard for reinstallation due to theft, vandalism, damage or for any other reason.

AUDITS: Participant shall be subject to inspection at any time to assure compliance with rules and regulations for eligibility in the applicable program. In the event of breach, participant shall be in default.

COMMENCEMENT OF SERVICE: The commencement date for service is the actual date of installation of the specific service sign, if the logo placard is provided within 30 days of the acceptance of this Agreement. Otherwise, service shall commence 30 days from acceptance of this Agreement by LSL.

INDEMNIFICATION: Participant warrants that its logo placard does not infringe upon any trademark or copyright. Participant agrees to defend, indemnify, and hold LSL and TxDOT 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 Participant's logo placard.

SEVERABILITY: This contract is to be governed by and construed under the laws of the State of Texas. For any action or proceeding relating to this Agreement or its subject matter, venue shall lie exclusively in Travis County, Texas. If any provision of this Agreement is found to be unenforceable, such finding shall not affect the enforceability of the remaining provisions. To the extent permitted by applicable law, Participant hereby waives any provision of law which tenders any provision hereof unenforceable.

INTERRUPTIONS TO SERVICE: LSL and TxDOT shall not be liable for loss or damage, actual or consequential, for delay or disruption of service for any reason. However, if a sign is not in place for a period exceeding thirty days due to no fault of participant, the Participant will be credited or reimbursed the annual fee on a pro- rated basis. If Participant is temporarily closed, the sign may be covered until Participant reopens and Participant shall not be entitled to a refund for those periods. Closure for more than 30 days shall constitute a default of this Agreement.

CANCELLATION: This Agreement is subject to cancellation by TxDOT or LSL at any time for any reason. In that event, Participants sole recourse and remedy is a pro-rated refund of any unearned, prepaid charges.

MERGER: This Agreement constitutes the entire agreement between Participant and LSL. LSL shall not be bound by any stipulation, condition or agreement, not set forth herein. Waiver by LSL of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

DEFAULT: In the event of any default of this Agreement by Participant, Participant shall forfeit all fees and LSL may collect the entire Agreement balance and shall be entitled to reasonable attorney's fees and costs incurred in collecting any unpaid balance. Default amounts shall accrue interest at the maximum legal rate from the date they become past due. Upon any default, Participant's sign will be removed and there shall be no further obligation on the part of LSL or TxDOT.

EMERGENCY RESPONSE: Participant agrees to immediately respond to inquiries from LSL regarding availability of services during an evacuation or declared emergency.

MILITARY SERVICE: If Participant is an individual, Participant expressly warrants that he/she is not in the military and will not join the military during the term of this Agreement without notifying LSL.