

MSSA

Minnesota Service Station &
Convenience Store Association

&



PARTNERING TOGETHER TO BRING YOU...

REVENUE OPPORTUNITIES!

EARN BOTTOM LINE REVENUE

AllOver Media pays you monthly, per campaign
and you generate revenue for your store!

YOU CHOOSE CAMPAIGNS TO LIVEN UP YOUR STORE

You only accept the ads you want and earn
money for the ones you do accept !

YOU DON'T NEED TO CHANGE A THING

AllOver Media prints, produces & installs for FREE !

Ask today how to take
advantage of our
exclusive Preferred
Venue Network program!



Pump Advertising ~~\$40~~
\$45



Ice Box Advertising ~~\$20~~
\$25

START
EARNING
NOW!

AVAILABLE TO ALL STATIONS
TO INQUIRE ABOUT REVENUE
OPPORTUNITIES, EMAIL OR CALL
TREVOR BROWN @
trevor.brown@allovermedia.com
[1.763.762-2000] phone
OR CALL MSSA

COMPLETE FORM ON BACK AND FAX TO ALLOVER MEDIA [1-763-201-5919]

VENUE SPACE RENTAL AGREEMENT

By signing below, the "Venue Owner" (as defined below) agrees to allow AllOver Media, Inc. ("Company") or its designated representatives, on an exclusive basis, to place advertising identified below at the venue location(s) set forth in the "Venue Information" and/or in the attached Exhibit "A" ("Venue(s)").

VENUE INFORMATION

Venue Name: _____
 Venue Owner: _____
 # of Locations Owned: _____
 Brand: _____
 Address: _____
 City/State/Zip: _____
 P: (____) _____ F: (____) _____
 Email: _____
 Tax Identification Number: _____
 EIN _____ (Business)
 SS# _____ (Individuals)

Business Type (Circle One) Sole Proprietorship • Partnership
 • Limited Liability Corporation/Partnership • Corporation

PAYMENT INFORMATION

Pay To: _____
 Pay To Contact: _____
 Address: _____
 City/State/Zip: _____
 P: (____) _____ F: (____) _____
 Contact Number: (____) _____ Home Cell Work

Campaign:

Start Date: _____ End Date: _____

- Gas Pump w/ window cling \$ _____ per month
 Ice Box w/ window cling \$ _____ per month

Payment Date(s): _____

Special Instructions: _____

Venue Profile Questionnaire

Total # of pumps / MPDs _____ Pump Top Insert Size _____
 Total # of ad facings _____ # of ad facings for AOM _____
 Brand of Nozzle & Model Number _____
 Total # of Nozzles _____ # of Nozzles for AOM _____

of Frames Needed _____ # of FillBoards Needed _____
 Ice Company _____
 Outdoor Ice Box Y / N _____ Size of Box _____
 Location of Ice Box(es)
 (Check all that apply) Front Side Back of building

AGREEMENT

By signing this Agreement, Venue Owner grants Company temporary license to enter the Venue's property ("Premises") to install and remove advertisements and related materials at the Premises during the term of this Agreement and shall exclude any other media or marketing company from placing advertisements on the advertising space(s) marked on this page as such advertising space is defined on the backside of this Agreement during the term of this Agreement.

LONG-TERM EXCLUSIVE REPRESENTATION: * if check marked below

(check all that apply) * Gas Pump \$ _____ per month Ice Box \$ _____ per month

Sign Here

Station Owner Initials _____

By electing Long-Term Exclusive Representation (if check marked above), Venue Owner acknowledges that the term of this Agreement is 1 year and that the Term automatically renews for one year on every anniversary date, unless terminated in accordance with the terms set forth in this Agreement; and, that this is an exclusive agreement that allows only Company to place advertisements on all of the available advertising space(s) marked above and prohibits any other media or marketing company from placing advertisements on the advertising space(s) marked above as such advertising space is defined on the backside of this Agreement.

CAMPAIGN ENROLLMENT

By electing Long-Term Exclusive Representation, your Venue will be automatically enrolled in all promotions unless you provide us written notice to "Opt Out" of the promotion. Company will contact you via: text, email, phone, or fax blast for each scheduled promotion. The communication will be sent no less than 5 business days from the date of the scheduled promotion and will contain the dates of the promotion, name of the client, and the expected posting period of our scheduled installation. **Any "Opt Out" notice shall be given to Company no more than 3 business days after Company's communication.** If for any reason you choose to opt out of an individual promotion, you may Opt Out via: phone, fax or email. If you choose to opt out of an individual promotion, you will still be eligible for future promotions under the terms of this agreement. **Opt Out Contact Info: optout@allovermedia.com Phone: 800-525-8762 Fax: 763-201-5919. *Please be sure to indicate your Venue name & address*.**

PREFERRED METHOD OF CONTACT (Please check how AllOver Media may contact you)

- Fax (Fax# _____)
 Email (_____)
 Text (Cell# _____)
 Phone/Voice Mail (# _____)

SIGNATURES & APPROVALS

The undersigned hereby acknowledge and agree that this Agreement is signed and accepted subject to the terms and conditions stipulated above and on the backside of this Agreement including any attached addenda or exhibits.

Sign Here

Venue Owner Signature

Print Name

Effective Date

Company/Account Representative (Signature & Printed)

Today's Date

PLEASE SIGN AND FAX TO 763.201.5919

TERMS & CONDITIONS TO EXCLUSIVE VENUE SPACE RENTAL AGREEMENT

- 1. Exclusive Agreement.** Venue Owner states he or she is the lawful owner or the authorized agent for the venue location(s) identified in the "Venue Information" on the front side of this Agreement and/or in the attached Exhibit(s) (the "Premises") and has the authority to enter into this Agreement. Beginning on the Effective Date of this Agreement (as noted on the front of this Agreement) and for adequate consideration, which is hereby acknowledged, Venue Owner hereby agrees to rent exclusively to Company all of the advertising space at the Premises identified (check marked) on the front of this Agreement ("Exclusive Advertising Space"). The term "Gas Pump" listed on the front of this Agreement shall mean any advertising that is placed upon, affixed to, or wrapped around any area of the Premises' gas pumps/fuel dispensers, including, but not limited to, advertisements placed as pump toppers, canopy hanging ads, gas Pump Nozzles, or on gas pump hoses. The term "Ice Box" listed on the front of this Agreement shall mean any advertising that is placed upon or wrapped around any area of Premises' indoor or outdoor ice chests/ice merchandisers. The phrase "rent exclusively to Company" shall mean that Venue Owner shall not rent, lease, or grant Exclusive Advertising Space to any other media or marketing company for the duration of this Agreement. Nothing provided herein shall prevent the Venue Owner from displaying required Venue or company branding materials or advertisements. Pursuant to the terms and conditions of this Agreement, Company seeks to rent the Exclusive Advertising Space for the purpose of installing advertising materials at the Premises and is relying on the exclusive nature of this Agreement. Company will have the sole and exclusive right to sell, produce, manufacture, and place advertisements for itself, designated third parties or Venue Owner on the Exclusive Advertising Space, including self-promotions, public service messages, non-profit, and remnant advertising.
- 2. Payment.** Company will pay Venue Owner for each active and paying third party advertising campaign posted or displayed at the Premises per the payment terms listed on the front of this Agreement. Payment terms listed under "Campaign" under "PAYMENT INFORMATION", if applicable, are per month and apply only to the Campaign listed on the front of this Agreement. Payment terms listed under "LONG-TERM EXCLUSIVE REPRESENTATION" are per month for all active campaigns that occur during the term of this Agreement including the Campaign listed on the front of this Agreement if no amounts are listed under the PAYMENT INFORMATION section. Venue Owner acknowledges and agrees that no payment will be due for any period in which Company does not have an active campaign that includes the Premises. For Long-Term Exclusive Representation, Venue Owner further acknowledges and agrees that even if Company does not place advertisements at the Premises, the consideration paid by the Company to Venue Owner during active campaigns is adequate to establish that the Venue Owner may not allow any other media or marketing company to place advertisements at the Exclusive Advertising Space at the Premises during the term of this Agreement. Venue Owner has the right to disapprove the installation of any advertisement; provided, however, such disapproval must be reasonable, made in good faith, and Venue Owner must state the reasons for disapproval. Any such disapproval shall be accomplished according to the "Opt-Out" procedure listed on the front of this Agreement.
- 3. Termination.** The initial term of this Agreement will commence on the Effective Date as noted on the front of this Agreement and continue as follows:

 - (i) for a Campaign Term: the term shall continue until the Campaign End Date listed on the front of this Agreement unless terminated sooner by Company upon notice; or
 - (ii) for Long-Term Exclusive Representation (if check marked on the front of this Agreement): the term shall continue for a period of one (1) year from the Effective Date unless sooner terminated in accordance with the terms of this paragraph. This Agreement will automatically renew for successive terms of one (1) year each upon the expiration of the then current term unless the Venue Owner provides Company with written notice of its intent not to renew at least ninety (90) days prior to the expiration of the then current term. Except for the right to terminate at the end of a term, this Agreement may not be terminated by Venue Owner unless one of the following occurs: a) if Company breaches its obligations under the terms of this Agreement and fails to cure any such breach within thirty (30) days after receiving written notice of the breach; or b) upon thirty (30) days' written notice from Venue Owner that Venue Owner's compliance with its obligations under this Agreement directly violate an obligation owed by Venue Owner under a separate agreement that pre-dates this Agreement. Notwithstanding anything to the contrary, Company may terminate this Agreement at any time without cause upon thirty (30) days' prior written notice to Venue Owner.
- 4. Transfers.** Venue Owner and Company acknowledge and agree that this Agreement is binding on and benefits their respective heirs, successors and assigns. In the event of any transfer or assignment of Venue Owner's interest in the Premises or business, Venue Owner agrees to promptly provide Company with written notice of such transfer and to deliver to the transferee or assignee a copy of this Agreement. This Agreement will be automatically assumed by any such successor, transferee or assignee. Company may sell, assign, or transfer all, or part of Company's right, title and interest in this Agreement without notice to or the consent of Venue Owner.
- 5. Venue Owner's Obligations.** By signing this Agreement, Venue Owner grants Company temporary license to enter the Premises to install and remove advertisements and related materials at the Premises. Provided Venue Owner has not performed the Opt-Out procedure set forth on Page 1 of this Agreement, then Company's agents, employees, or authorized contractors ("Authorized Parties") shall have the right to enter Premises to install advertisements. During this Agreement, Venue Owner will not permit the installation of any advertising materials or any other competing advertising medium, including hanging ads on or near the Exclusive Advertising Space located at the Premises, with the exception of Venue or company brand advertisements. Venue Owner will not remove or permit the removal of any of Company's advertising campaigns or advertising materials without Company's prior written approval. Additionally, Venue Owner agrees that during this Agreement, the Exclusive Advertising Space rented herein will remain available for use by Company, unobstructed, and in use for display to and viewing by Venue Owner's customers. Venue Owner shall keep the Premises in a neat and clean condition and shall report any lost, damaged, or stolen advertising material to Company. Furthermore, all of Company's FillBoard units (gas pump nozzle advertising units), if installed at Premises, at all times shall remain the sole property of the Company.
- 6. Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any oral statements or prior writings. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota. In the event of any litigation to enforce or interpret the terms hereof, the prevailing party will be entitled to an award of its attorneys' fees/costs and disbursements. If any clause or provision of this Agreement is determined to be unenforceable under present or future laws, then the remainder of this Agreement will not be affected thereby, and in lieu of such clause or provision, a clause or provision as similar to the terms of such unenforceable clause or provision will be added as a part of this Agreement. It is not the intent of this Agreement nor will any provision herein create or be construed as creating any type of partnership or joint venture of the parties. This Agreement will not be construed to provide for or communicate that Company has or is attempting to acquire any financial interest, direct or indirect, in Venue Owner, Venue Owner's business, or the Premises. In the event of any failure to perform this Agreement according to its terms by any party the same will not be deemed a breach of this Agreement if it arose from a cause beyond the reasonable control of and without the negligence of the party whose performance is affected (e.g. Acts of God, strikes, wars, riots, epidemics, fire, flood, earthquakes, wind storms, or government restrictions).
- 7. Remedies.** Venue Owner acknowledges that Company is entering into advertising campaigns with third party advertisers and that Company is relying on the terms of this Agreement to enter into such agreements. In the event Venue Owner breaches the terms of this Agreement and fails to cure such breach within ten (10) days of written notice from Company, then in addition to its right to terminate the Agreement as set forth in Section 3, Company shall have the right to pursue any and all other remedies available, including injunctive relief and damages for lost profits and other actual and consequential damages.