



RECEIVE UP TO
\$100 Per Month

MEMBER PARTICIPATION VALUE

Receive up to **\$100 per month** per store location whenever AllOver Media has an active, paid advertising campaign for your location(s).

AllOver Media is the nation's leading provider of gas pump advertising.

Get paid to energize your store with advertising!

See how custom-designed media products from AllOver Media can generate revenue for your store

- Earn money for each campaign you accept
- Choose only the ads you want
- All at no cost to you – we print, produce, and install everything, FREE!

Liven up your store with:

- Pump Toppers
- Ice Box Wraps
- Fillboards (Gas Nozzle Ads)
- Clings (floor, window, cooler, etc.)
- Hose Squawkers

PUMP TOPPERS EARN \$50



ICE BOX WRAPS EARN \$25



FILLBOARDS EARN \$25



HOW TO PARTICIPATE

- Contact a C Square Representative at 888.380.7283 if you have any questions.
- Complete the **Exclusive Gas Pump Space Rental Agreement** and fax to 877-844-5447.
- Your monthly rental income will be automatically tracked and paid to you quarterly.

By signing below, the "Station Owner" (as defined below) is agreeing to allow AllOver Media, Inc. ("Company") or its designated representatives, on an exclusive basis, to place Exclusive AOM Advertising (defined below), and on a non-exclusive basis Other Advertising (defined below) at the gas station location(s) set forth in the "Station & Owner Information" or attached to this sheet.

STATION & OWNER INFORMATION

OWNER PAYMENT INFORMATION



Exclusive Gas Pump Space Rental Agreement

Station Name: _____ Pay To: _____
 Station Owner: _____ Pay to contact: _____
 Address: _____ Address: _____
 City/State/Zip: _____ City/State/Zip: _____
 T: (____) _____ F: (____) _____ T: (____) _____ F: (____) _____
 Cell: (____) _____ Brand: _____ Email: _____
Store Info: # of Pumps _____ Frame Size _____ # of Gas Nozzles _____ Outside Ice Box (Y/N) _____ Ice Vendor _____

Note: If multiple sites are owned, please indicate how many _____, and attach a store list to this agreement

Have you been or are you currently a party to any exclusive advertising agreements with a third party? Yes No

If yes, please provide a copy of this agreement. If station owner is a party to an exclusive advertising agreement with a third party as of the Effective Date of this Agreement and the Station Owner is either terminating or not renewing that agreement, Company acknowledges that any existing advertising campaign will not be removed until the advertising campaign expires. Upon the expiration of the advertising campaign, the Station Owner will remove the advertising materials, subject to the terms of the third party agreement.

- 1. Exclusive Agreement.** Station Owner states he or she is the lawful owner or the authorized agent for the gas station location(s) identified in the "Station & Owner Information" above or included as an attachment to this agreement, including any new gas station locations acquired after the Effective Date of this Agreement (collectively, the "Premises") and has the authority to enter into this Agreement. Beginning on the Effective Date of this Agreement (as noted below) and for adequate consideration, which is hereby acknowledged, Station Owner hereby agrees to rent exclusively to Company, 50% of the space on top of Station Owner's gas pumps and other advertising spaces at the Premises, including all spaces for ice chest advertising, window clings, pump nozzle advertising and floor mats (collectively, "Other Advertising") at the Premises. Pursuant to the terms of this Agreement, Company seeks to rent the space for the purpose of installing pump top frames and displaying Other Advertising materials at the Premises. Company will have the sole and exclusive right to sell, produce, manufacture, and place advertisements (including both pump top frames and Other Advertising) for itself, designated third parties or Station Owner on or near Station Owner's Premises, including self promotions, public service messages, non-profit, and remnant advertising. All FillBoard™ gas nozzle ad units installed by AOM on the Premises will at all times remain the exclusive property of AOM. "Exclusive right" shall only exclude the right for any other competing media advertising company that offers similar products and services as Company from selling, producing, manufacturing, and placing such advertisements as mentioned and will not exclude any Premises' vendor from producing and placing such advertisements at the Premises.
- 2. Payment.** Company will pay for each active, paying third party advertising campaign posted or displayed at the Premises via quarterly payments to Station Owner. Prior to the installation of an advertisement, Company will provide Station Owner with information regarding the advertisement, including, among other things, the nature and content of the advertisement, the payment terms and the number of gas pump tops or other space needed for the specific advertisement. Station Owner and company will determine the payment amounts for any campaigns that include multiple types of advertising, i.e. Pump toppers and/or nozzle ads and/or ice chest wraps. Company is not responsible for the accuracy of the content of the advertising material. Company will gain approval from Station Owner prior to installation for any advertising campaigns that could be competitive to Station Owner's business, such as fast food advertisements; however, for all other campaigns, Station Owner's approval shall be implied by this agreement unless Company receives notification otherwise. Station Owner does maintain the right to disapprove the installation of any advertisement by providing notification to Company; provided, however, such disapproval must be reasonable, made in good faith, and Station Owner must state the reasons for disapproval. When Company has an active campaign that includes the Premises, Station Owner will accrue payment for each month of the campaign, paid in accordance with the payment terms for each advertising campaign. Station 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. Station Owner acknowledges that there may be months when Company does not place any advertisements at the Premises and during those months Station Owner will not receive any compensation from Company under the terms of this Exclusive Agreement. Station Owner further acknowledges and agrees that even if Company does not place advertisements at the Premises, the consideration paid by the Company to Station Owner during active campaigns is adequate to establish that the Station Owner may not allow any other third party to place advertisements at the Premises during the term of this exclusive Agreement.
- 3. Termination.** The initial term of this Agreement will commence on the Effective Date as noted below and continue for a period of two (2) years unless sooner terminated in accordance with the terms of this paragraph. This Agreement will automatically renew for successive terms of twelve (12) months each upon the expiration of the current term unless the Station Owner provides Company with written notice of its intent not to renew at least thirty (30) 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 be not terminated by Station 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 Station Owner that Station Owner's compliance with its obligations under this Agreement directly violate an obligation owed by Station Owner under a separate agreement that pre-dates this Agreement.
- 4. Transfers.** Station 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 Station Owner's interest in the Premises or business, Station 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 and will provide Station Owner with written notice of such transfer.
- 5. Station Owner's Obligations.** During this Agreement, Station Owner will not permit the installation of any gas pump top frames, Other Advertising materials, or any other competing advertising medium, including but not limited to hose clamp advertising, squeezees, pump nozzle advertising, or hanging ads, on or near the pump top space or Other Advertising spaces located at the Premises by any competing media advertising company that offers similar products and services as Company. Station Owner will not remove or permit the removal of any of Company's advertising campaigns or pump top frames without Company's prior written approval. Additionally, Station Owner agrees that during this Agreement, the pump top frames and advertising spaces rented herein will remain available for use by Company, unobstructed, and in use for display to and viewing by Station Owner's customers. Station owner shall keep the Premises in a neat and clean condition and shall report any lost, damaged, or stolen advertising material to Company.
- 6. Right of First Refusal.** During this Agreement, and for a period of thirty (30) days after the expiration of this Agreement, Station Owner agrees that he or she will not enter into an agreement with a third party unless Station Owner provides Company with notice of the proposed agreement and, prior to Station Owner entering into any such agreement with the third party, Station Owner provides Company with the opportunity to enter into an agreement with Station Owner based upon similar terms and conditions as set forth in the third party's proposed agreement. Company will have fifteen (15) days to exercise this right and if Company fails to exercise this right within the 15-day time period, Station Owner will have the right to enter into the proposed agreement with the third party based upon the same terms and conditions as shared with Company. If the terms and conditions of the third party's agreement are modified or changed, Station Owner agrees to again provide Company with notice of the proposed agreement and the 15-day opportunity to enter into an agreement with Station Owner based upon the revised or modified third party agreement.
- 7. 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 Station Owner, Station 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).
- 8. Remedies.** Station 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 Station 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.

Preexisting accounts that have a current exclusive agreement with AllOver Media or any other advertising agreement with a third party are precluded from participating.

Fax to: 877-844-5447

The undersigned hereby acknowledge and agree that this Agreement is signed and accepted subject to the terms and conditions stipulated above.

Station Owner Signature _____ Print Name _____ Today's Date _____
 Company/Account Representative (Signature & Printed) _____ Effective Date _____