

# Exclusive Rental Space Lease Agreement

[www.RocketDogMedia.com](http://www.RocketDogMedia.com)



**1. Exclusive Agreement.** Business Owner states he or she is the lawful owner or the authorized agent for the business location(s) and has the authority to enter into this Agreement. Beginning on the Date credit card information is entered on the purchase page and for adequate consideration Business Owner hereby agrees to rent exclusively to Rocket Dog Media, all of the space in the restroom or designated areas within the establishment agreed upon by the Business Owner and a Rocket Dog Media Account Manager. Pursuant to the terms of this Agreement, Company seeks to rent the space for the purpose of installing indoor billboard advertising. Rocket Dog Media will have the sole and exclusive right to sell, produce, manufacture, and place advertisements for itself, designated third parties or Business Owners on or near Location Owner's Premises, including self-promotions, public service messages, non-profit, and remnant advertising.

**2. Compensation.** Rocket Dog Media will compensate Business Owner by advertising their establishment in specific locations agreed upon by Rocket Dog Media and Business Owner. Advertisements will include a specific QR code with call to action linking to a mobile landing webpage compatible on mobile devices, computers and tablets. This web development is offered by Rocket Dog Media. Included: hosting, domain name and establishment of web standards.

**3. Termination.** The initial term of this Agreement will commence on the Effective Date as noted upon sign-up and payment is automatically withdrawn from payment source for the period specified upon initial entry of credit card information. This Agreement will not automatically renew for successive terms upon the expiration of the current term unless the Business Owner provides Company notice of desire to extend agreement. This Agreement may be terminated by Business Owner if one of the following occurs: a) if Rocket Dog Media 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 Business Owner that Business Owner's compliance with its obligations under this Agreement directly violate an obligation owed by Business 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 ninety (90) days' prior written notice to Business Owner.

**4. Transfers.** Business Owner and Rocket Dog Media 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 Business Owner's interest in the Premises or business, Business Owner agrees to promptly provide Rocket Dog Media 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 Business Owner.

**5. Business Owner's Obligations.** During this Agreement, Business Owner will not permit the installation of any restroom indoor restroom billboards other Advertising materials, or any other competing advertising medium, Business Owner will not remove or permit the removal of any of Rocket Dog Media's advertising campaigns without Rocket Dog Media's prior written approval. Additionally, Business Owner agrees that during this Agreement advertising spaces rented herein will remain available for use by Rocket Dog Media, unobstructed, and in use for display to and viewing by Business Owner's customers. Business owner shall keep the Premises in a neat and clean condition and shall report any lost, damaged, or stolen advertising material to Rocket Dog Media.

**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 in which it was originated. 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 Rocket Dog Media has or is attempting to acquire any financial interest, direct or indirect, in Business Owner, Business 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.** Business Owner acknowledges that Rocket Dog Media is entering into advertising campaigns with third party advertisers and that Rocket Dog Media is relying on the terms of this Agreement to enter into such agreements. In the event Business 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.