

OUTDOOR ADVERTISING AGREEMENT

Authorization: The Undersigned, Huerfano County, Colorado acting by and through its Huerfano County Tourism Board, (hereinafter called the “ADVERTISER”) does hereby contract with Riowest Mortgage Corp. hereinafter called the ‘COMPANY’ for billboard space, 500 sq ft. (10’ X 50’) located at 110 West 7th Street, Walsenburg, CO 81089 and holder of CDOT License #08344.

- 1. DISPLAY PERIOD:** ADVERTISER understands that the above display has been reserved for their exclusive use. Each display panel will be maintained by the ADVERTISER for a period of 5 years starting on Nov. 1, 2024, and ending on Oct. 31, 2029.
- 2. ADVERTISING FEES:** The ADVERTISER agrees to pay the sum of \$4,200.00 in advance and yearly in advance in equal installments of \$4,200.00 due on or before, Oct. 15, of each year of the 5-year contract. This fee does not include design, printing, or removal of the old Black Diamond sign currently in place or the installation of the ADVERTISER’S new signs installed by the ADVERTISER at their own expense.

In the event the ADVERTISER fails to pay any amounts due within 30 days from the date due on or before, (Oct. 15 of 2025, 2026, 2027, and 2028, a finance charge of 1.5% per month (being 18%) will be applied until payment is made.

COMPANY will send an invoice for the amount due, on or before Sept. 15, of 2025, 2026, 2027, and 2028 to finance@huerfano.us or by mail to:

Huerfano County Tourism Board
attn: County Finance Office
401 Main Street, Suite 201,
Walsenburg, CO 81089

COMPANY understands that such invoice may not be sent before January 1 of that year. COMPANY further understands that failure to send an invoice will delay payment and that no finance charge may be applied.

- 3. If after forty-five days (45) days, sums due under this contract are not paid, The Company, Riowest Mortgage Corp. reserves the rights under this contract, and will resell the contracted display space. The ADVERTISER remains responsible for the above contracted advertiser fees until another advertiser enters into an advertising contract for display space as identified above. In the event any legal action is required to collect sums due under this contract ADVERTISER agrees to pay all reasonable attorney’s fees and court costs necessary to affect such collection.**

- 4. RENEWAL/TERMINATION: ADVERTISER may have the option of renewing their advertising contract if they have fully met their contract obligations, including timely payment of all advertising fees. (While renewals are not guaranteed, it is the COMPANY'S general intent to give the ADVERTISER the "first right of refusal" on contracted advertising space.**
- 5. If the above advertising location is available to ADVERTISER for renewal, the COMPANY will disclose all terms and fees for renewal in a written contract by August 15, 2029. ADVERTISER shall notify the COMPANY of their intention to renew their contract by signing their renewal contract. By Sept. 1, 2029.**
- 6. COMPANY'S RESPONSIBILITIES: The COMPANY shall pay all CDOT license fees and maintain the surface behind the ADVERTISER'S ad space to continue to be able to attach the billboard 500sq ft advertising sign to the wall of the building located at 110 West 7th Street, Walsenburg, CO 81089. New secure, holes shall be permitted to enable a custom fit for The Huerfano Tourism Board and the old holes will be filled with caulk by the ADVERTISER'S installation team.**
- 7. In the event that the building is sold, the terms of the sale of the building shall include the remainder of the time remaining on the current 5-year contract.**
- 8. The COMPANY shall not be responsible for any failure or delay in performance of undertakings hereinunder when due to fire, governmental restrictions, strikes, lockouts, acts of God, or any other act or thing beyond its control. In the event of a total destruction of the building, the ADVERTISER will have the option of early termination it's contract and the end of the current year of the 5 year contract. There would be no refunds due to an act of God and our loss would be much more substantial than yours.**
- 9. The COMPANY shall not be responsible for any damage to ADVERTISER'S artwork caused by wind, sun, vandalism, or other conditions or events outside the COMPANY's control.**
- 10. Artwork design, and Printing of the billboard is the ADVERTISER'S responsibility and ADVERTISER shall supply finished and printed vinyl that meets the display specifications for their contracted panel. ADVERTISER has and maintains all creative freedom regarding display panels for the billboard for the duration of the contract and any subsequent renewals. COMPANY understands that advertising may include imagery beyond ADVERTISER's established brand.**
- 11. This agreement shall be binding upon the personal representatives, heirs, successors, and/or assignees of the parties hereto.**

12. It is expressly understood that the Company is not bound by any stipulations, representations or agreements not embodied in this agreement.

Accepted by DocuSigned by: Sarah Jardis Title Board President Date: 10/11/2024
Huerfano County Tourism Board
401 Main Str. Walsenburg, CO 81089

Accepted by _____ Title _____ Date: _____
Riowest Mortgage Corp.
P.O. Box 804, Walsenburg, CO 81089