

e. Upon or prior to entering into a LEASE, BROKER shall provide to LESSEE with the general territories and routes that are available for advertisement. BROKER shall rely on information provided to BROKER by LESSOR, including but limited to the following: LESSOR represents that he or she is at least 18 years old, that he or she is either employed full time or a student, that he or she is a commuter using his or her bicycle to work or to school (as the case may be), and that he or she commutes most business days, in the general territory and route disclosed to BROKER. This AGREEMENT and the LEASE are void if these representations are not true and accurate throughout the full term of this AGREEMENT.

4. **PAYMENT.** LESSEE shall pay BROKER in full at the commencement of the LEASE TERM, in the amount of \$_____. Payment shall be made by company check, or credit card (if available for use.)

5. **LIMITATION OF LIABILITY.** LESSEE ACKNOWLEDGES THAT IN THE EVENT OF BREACH OF THE LEASE BY LESSOR, LESSEE'S SOLE RECOURSE IS AGAINST THE LESSOR, AND NOT AGAINST THE BROKER. LESSEE FURTHER ACKNOWLEDGES THAT ANY LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AMOUNTS DUE UNDER THIS AGREEMENT, AND NOT FOR ANY FURTHER OR OTHER CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES.

6. **RENEWAL OPTION.** (CHECK HERE IF APPLICABLE: _____). LESSEE shall have the right to renew this AGREEMENT for the same term upon the same terms and conditions contained herein. This AGREEMENT shall be automatically renewed for the same term, unless a party provides 30 days written notice of non-renewal prior to the end of the term of this AGREEMENT.

7. **INDEMNIFICATION.** LESSEE shall indemnify and hold LESSOR and BROKER harmless from and against any and all liability arising out of LESSEE's improper or illegal use of the advertisement, including attorney fees required to defend against any claims.

8. **MISCELLENOUS.** This AGREEMENT will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns (as the case may be). This AGREEMENT is non assignable by the LESSEE. This AGREEMENT may be amended only by an instrument in writing executed by all the parties. This AGREEMENT constitutes the entire agreement between the parties. Waiver of any breach of any provision of this AGREEMENT will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision. Time is of the essence with respect to the provisions in this AGREEMENT.

IT IS HEREBY AGREED:

LESSEE

BROKER

[print name of LESSOR: _____]

BikeCommuterAds.com
By Gary Courter, Owner