BROKER AGREEMENT TO LEASE OF SPACE ON BICYCLE FOR ADVERTISEMENT PURPOSES

day of

. 20 . ("EFFECTIVE DATE") by and

This Agreement ("AGREEMENT") is made this

between BikeCommuterAds.com (hereinafter called "BROKER") and (hereinafter called "LESSOR").
Recitals:
Whereas, LESSOR owns a bicycle that he or she uses for commuting; and desires to use his or her bicycle for the placement of advertisements, in exchange for compensation; and
Whereas, BROKER is in the business matching a LESSEE ("LESSEE") who may wish to advertise his/her/its business on LESSOR's bicycle; and BROKER may also desire to advertise BROKER's own business on LESSOR's bicycle;
In exchange for consideration as set forth below, the parties agree as follows:
Agreement:
1. BROKER . The parties acknowledge that, subject to the provisions of paragraph 3(h), BROKER shall find a LESSEE who wishes to advertise LESSEE's business on LESSOR's bicycle, in the general manner set forth in the Attachment "A."
2. TERM . The lease term that BROKER will arrange on behalf of the LESSEE and LESSOR shall be set forth below. The term shall commence on a date mutually agreed by the parties, but in no event before the EFFECTIVE DATE of this Agreement, and in no event thirty (60) days after the EFFECTIVE DATE of this Agreement.
month-to-month annually
other: specific lease term and other conditions:
3. CONDITIONS and CONTINGENCIES.
a. LESSOR reserves the right to reject any advertisement presented to him or her, but must do so within 2 (two)

- a. LESSOR reserves the right to reject any advertisement presented to him or her, but must do so within 2 (two) days of being provided with the proposed advertisement content.
- b. This AGREEEMENT shall be contingent upon BROKER locating a LESSEE that is able and willing to provide advertisement for the lease space. BROKER shall use its good faith efforts to secure a LESSEE, but cannot guarantee that a LESSEE will be found. BROKER shall have sole discretion in finding LESSEES. BROKER shall have sole discretion. subject to LESSOR's right of rejection set forth in paragraph 3(a), in determining which LESSES place advertising with which LESSOR.
- d. This AGREEMENT and any LEASE entered into in furtherance of this AGREEMENT shall be contingent upon LESSOR following all applicable laws in connection with his or her bicycle.
- e. This AGREEMENT and any LEASE entered into in furtherance of this AGREEMENT shall be void in the event that the use and display of the advertisements in the manner described in this LEASE is not permitted under applicable law.
- f. LESSOR shall keep the advertisement reasonable clean, and shall notify BROKER immediately if the advertisement is lost, damaged, or stolen. LESSOR acknowledges that the advertisement is not LESSOR's property, and LESSOR shall be returned the advertisement to its owner upon the expiration of the term of this AGREEMENT. LESSOR agrees to keep the sign on the bicycle at all times, and be kept clean. LESSOR agrees to immediately notify BROKER if the advertisement can no longer be properly mounted on the bicycle.

general territory and route that LESSOR's commutes of	this AGREEMENT, LESSOR shall provide BROKER with the n his or her bicycle. LESSOR acknowledges that BROKER and provided under this paragraph 3(g) in setting rates, and in LESSOR shall be materially true and accurate.	
advertisement that advertises BROKER's own business	ng an advertisement from a LESSEE, to provide LESSOR with g. (In the event that BROKER chooses to advertise BROKER's relating to LESSEE shall not apply to this AGREEMENT.)	
student, that he or she is a commuter using his or her bi commutes most business days, in the general territory a	18 years old, that he or she is either employed full time or a cycle to work or to school (as the case may be), and that he or she and route disclosed to BROKER. This AGREEMENT and the d accurate throughout the full term of this AGREEMENT.	
in instances where LESSOR is advertising for BROKE	OKER every month, in the amount of \$ per month. Except R's own business, payment to LESSOR by BROKER shall be for the LEASE, and for BROKER's own fees that BROKER ecounting of monies due, upon reasonable request.	
5. LIMITATION OF LIABILITY . LESSOR ACKNOWLEDGES THAT IN THE EVENT OF NON PAYMENT OR UNDERPAYMENT OF THE LEASE BY LESSEE, LESSOR'S SOLE RECOURSE IS AGAINST THE LESSEE, AND NOT AGAINST THE BROKER. LESSOR 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:). LESSOR 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. INTELLECTUAL PROPERTY. LESSOR acknowledges that the advertisement, including all related trademarks, trade names, and copyrights, are reserved by the LESSEE and by the BROKER.		
8. INDEMNIFICATION . LESSOR shall indemnify and hold LESSEE and BROKER harmless from and against any and all liability arising out of LESSOR's use of his or her bicycle, including attorney fees required to defend against any claims.		
9. 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 LESSOR. 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:		
LESSOR	BROKER	
[print name of LESSOR:]	BikeCommuterAds.com By Gary Courter, Owner	