

SPECIFIC SERVICE (LOGO) PROVISIONAL SIGNING AGREEMENT

For Department Use Only

Purchase Order #

Contract #

Customer #

Whereas, it is the desire of

_____ (Name of Owner of the Business and Trade Name)

_____ (Mailing Address of Business)

hereinafter referred to as BUSINESS, to participate in the Specific Service (Logo) Signing Program of the North Carolina Department of Transportation, hereinafter referred to as DEPARTMENT, to provide logo signing within the right-of-way of fully-controlled access highways and trailblazer signs on intersecting routes.

The BUSINESS desires signing for _____ Service along
(Gas, Food, Lodging, Camping, or Attraction)

_____ at Exit _____ in _____ County.
(Interstate/Freeway Number) (Exit Number)

The BUSINESS agrees to abide by the rules as found in the North Carolina Administrative Code for this Program, the terms of this Agreement, and the Department’s policies for this Program, as the same are currently in force or as may be amended in the future. The BUSINESS acknowledges receipt of the rules currently in force for this Program.

PROVISIONAL AGREEMENTS are used when certain conditions, listed as follows, enabling participation are applicable. A PROVISIONAL AGREEMENT is not automatically renewed each billing cycle and is subject to cancellation. The conditions applicable to this PROVISIONAL AGREEMENT are indicated below:

- Maximum distance of three miles (rural)/one mile (urban) from interchange is exceeded for GAS, FOOD, or LODGING services. A Provisional Agreement is allowed only in two cases: 1) when no qualifying business for the requested specific service category exists within the maximum distance of three miles (rural)/one mile (urban); or 2) when gas, food, or lodging business is located further than one mile from the interchange and due growth and development, the interchanges where signs are located changes from rural to urban, as defined in the rules, requiring customer’s standard agreement to be canceled and a provisional agreement offered. Should a new fully qualifying business of the requested service category locate within the three mile (rural)/one mile (urban) and request participation, and there is not otherwise room on the sign, then this Agreement is subject to cancellation.
- Business logo panels installed on combination service signs for all services other than the first three fully qualified GAS and first three fully qualifying FOOD business panels
- Bed and Breakfast business
- Other _____ (Such as business logo panels that are installed on the Department’s pilot signs)

In consideration of participating in the Specific Service (Logo) Signing Program, the BUSINESS agrees to pay an annual fee per each mainline, ramp, and trailblazer logo panel as established by the DEPARTMENT. This fee shall be paid within 30 days after this agreement is approved by the DEPARTMENT, unless otherwise specified by the DEPARTMENT in writing. No logo panels shall be installed by the DEPARTMENT until full payment is received. No partial payments will be accepted for annual fees. No reimbursements will be provided should the BUSINESS decide to discontinue participation or go out of business at any time during the cycle since the fee is all-inclusive, including panel removals and administration.

THEREFORE, in consideration thereof, the BUSINESS offers this written assurance that it conforms with all applicable laws concerning the provision of public accommodations without regard to _____

race, religion, color, sex, age, disability, or national origin and shall not be in breach of this assurance; and

It is understood that should the BUSINESS at any time be in breach of this assurance or at any time fail to be in full compliance with all requirements and criteria specified in the rules, the Qualification Survey Form (TEB 221), this Agreement, and Logo policies; the BUSINESS's Logo panels are subject to immediate removal for a minimum of six months and until the BUSINESS fully meets the requirements. At that time, the BUSINESS would need to reapply for participation. No refunds or reimbursements will be provided to the BUSINESS, and there shall be no further obligation on the part of the DEPARTMENT; and

It is understood that the DEPARTMENT will only coordinate and correspond with the BUSINESS owner. The Fiscal Section of the DEPARTMENT will invoice the BUSINESS owner and send correspondence related to sign removals to the BUSINESS owner. The DEPARTMENT will not send invoices or correspondence to other parties, such as advertising agents.

It is understood that the BUSINESS shall install and maintain a permanent on-premise sign at the main business entrance from the roadway specifying the business name. The sign may be attached or close to the building if it is legible from the roadway. It is also understood that the BUSINESS shall have and maintain a permanent on-premise sign with the days and hours of operation posted conspicuously at the entrance to the building. In addition, an Attraction BUSINESS shall have a permanent on-premise sign with the days and hours of operation posted legibly as you enter the drive to the facility from the roadway; and

It is understood that an Attraction BUSINESS with a gate at or near the entrance will only qualify for the Logo program if the gate remains open a minimum of 8 consecutive hours per day, 5 days per week. It is further understood that a BUSINESS facility with a gate or a guardhouse shall have an on-premise sign at or near the entrance reading "Open to the Public" or "Public Welcome" in minimum 4" letters; and

It is understood that any seasonal Attraction or Camping BUSINESS shall specify the months of closure or months in operation, or otherwise clearly specify the operational season, on all business logo panels; and

It is understood that the BUSINESS shall assure that the DEPARTMENT has the name of its current contact person and mailing address on file and that it will notify the appropriate Division Engineer in writing within 30 days after the contact person and/or mailing address changes; and

It is understood that the transfer of ownership of the BUSINESS shall not in any way affect the validity of this agreement provided the appropriate Division Engineer is notified in writing regarding the transfer of ownership within 30 days of the actual transfer, the new owner completes and returns to the Division Engineer an official Transfer of Ownership Form (TEB 223B), and the new owner confirms his/her desire to participate in the Program. If notification does not occur within 30 days of a transfer of ownership, the new owner will be reviewed as a new applicant for Program participation and if approved, a new agreement will be required; and

It is understood that the BUSINESS is responsible for paying its invoice within 30 days of receipt unless otherwise specified by the DEPARTMENT in writing. Should the BUSINESS fail to pay this invoice within 30 days of notification, unless otherwise specified by the DEPARTMENT in writing, the DEPARTMENT shall remove the business logo panels and terminate this agreement; and

It is understood that the agreement period shall begin on the first day of the month closest to the actual day the business logo panel(s) are installed and it will be for a period of 12 months. It is further understood that this agreement will automatically be renewed unless the BUSINESS fails to meet the terms of this agreement or the requirements of the North Carolina Administrative Code; and

It is understood that before sign panel fabrication, the BUSINESS shall furnish a design (layout) of the specific business logo panel to the DEPARTMENT for review and approval. It is further

understood that the BUSINESS shall furnish to the DEPARTMENT at the designated place the necessary business logo panels displaying the name, symbol, or trademark of the BUSINESS fabricated according to DEPARTMENT specifications, at no cost to the DEPARTMENT; and

It is understood that the BUSINESS is responsible for notifying the DEPARTMENT of any missing or damaged business logo panels or trailblazer panels, including at the completion of initial installation. It is further understood that the BUSINESS assumes full responsibility for any damage, deterioration, or loss of any of its panels and agrees to furnish any business panels in need of replacement as requested by the DEPARTMENT; and

It is understood that the DEPARTMENT reserves the right to cover or remove any or all business logo panels in the conduct of maintenance or construction operations, or for research studies, or whenever deemed by the DEPARTMENT to be in the best interest of the DEPARTMENT or the traveling public, without advance notice thereof. The DEPARTMENT may consider a refund to the BUSINESS in this instance only if the business panels were removed for a minimum of six months of the billing cycle. A reimbursement for removed signs in this instance will only be considered at the end of the cycle. Full payment is required at the billing date, including locations that are temporarily removed; and

It is further understood that the DEPARTMENT reserves the right to terminate this program or agreement or any portion thereof by furnishing the BUSINESS written notice of such intent not less than 30 calendar days prior thereto.

Name of Official for BUSINESS (Print or Type)

Name of DEPARTMENT Representative (Print or Type)

Signature of Official for BUSINESS

Date

Signature of DEPARTMENT Representative

Date

Title of Official for BUSINESS

Division Engineer
Title of DEPARTMENT Representative

Witness Signature

**IF BUSINESS IS INCORPORATED AND POSSESSES
AN OFFICIAL SEAL, AFFIX CORPORATE SEAL:**

Note: The State of North Carolina does not require an incorporated business to purchase or possess an official corporate seal.