

THIS IS JUST A FORMATE

Kindly take proper Legal Advise for Drafting Document as per your requirements.

Agreement between the Owner of a Hoarding and the Advertiser

Agreement made at this day of..... 20.... between X (hereinafter referred to as the Owner) of one part and Y (hereinafter referred to Advertiser) of the other part as follows :

Whereas the Owner has put up a large hoarding in his property situated at

And whereas the Advertiser has requested the owner to permit him to affix or display posters and other advertisements by pasting or painting on the said hoarding which the Owner has agreed to do on the terms agreed upon between the parties hereto.

Now it is agreed by and between the parties hereto as follows :

(1) The Owner hereby lets and grants the Advertiser an exclusive rights to put up advertisements either by affixing or displaying posters or other advertisements by pasting or painting on the said hoarding in such manner as the Advertiser may deem fit.

2. This agreement will be for a period of months commencing from the delivery of the hoarding upto and inclusive of the day of unless this agreement is previously terminated as hereinafter provided.

3. The Advertiser shall pay to the Owner a monthly rent of Rs..... in advance the first instalment being paid by the Advertiser to the Owner on the execution of this agreement and the subsequent payments shall be made on the day of each succeeding month. The Advertiser has also deposited with the Owner a sum of Rs..... equal to three months rent which amount will be repaid by the Owner on the expiry or early termination of this agreement subject to the right of the Owner to adjust the same or any part thereof towards any arrears of rent or other amount payable by the Advertiser under this agreement to the Owner.

4. If the Advertiser fails to pay any two instalments of monthly rent the Owner will be entitled to terminate this agreement by giving 15 days notice therefore. For all arrears of monthly rent the Advertiser will be also liable to pay interest at the rate of Rs..... percent per annum.

5. The Advertiser will use the hoarding only for purpose of advertisement of any goods or materials or product or otherwise but no advertisement shall be indescent, obscene or otherwise of any objectional character in the opinion of the Owner.

6. The Advertiser shall not do any act or thing regarding the said hoarding or advertisement appearing thereon whereby the Owner will become liable to legal proceedings by the Government or local authority or any other person

7. The Owner shall maintain the said hoarding in proper condition and repairs and protect its stability as may be necessary for effective display

AGREEMENT BETWEEN THE OWNER OF
A HOARDING AND THE ADVERTISER

of the advertisements. But if any damage is done to the hoarding due to any act of negligence or any other act on the part of the Advertiser or his servant or agent, the Advertiser shall make good the loss caused by such damage to the hoarding or the Owner at his own cost within a reasonable time and if he fails to do so within a week from the receipt of notice by the Owner, the owner will be entitled to carry out the repairs and the cost thereof will be payable by the Advertiser within eight days from the date of carrying out such repairs. During the period of carrying out such repairs by the Advertiser or the owner as aforesaid the Advertiser will continue to be liable to pay the rent.

8. If any damage is done to the said hoarding due to the negligence of the Owner or by reason of any accident or Act of God the rent payable for the period required for restoring the hoarding to the original condition shall stand suspended, and the Advertiser will not be liable to pay the proportionate part thereof for such period.

9. The Owner has represented to the Advertiser that he has obtained all necessary permissions from the Government or any local authority for putting the hoarding and display advertisement thereon and relying on that representation the Advertiser has entered into this agreement. The Owner hereby agrees to indemnify and keep indemnified the Advertiser, against any loss or damage suffered by the Advertiser due to breach of any rule or regulation in this behalf.

10. If the Advertiser is adjudged insolvent or if the Government or any local authority orders the said hoarding being removed or if the hoarding is damaged beyond repairs due to any accident or Act of God this agreement will become invalid and stand terminated on the happening of any such event.

11. If the Advertiser commits breach of any term of this agreement the Owner shall be entitled to terminate this agreement by giving 15 days written notice to the Advertiser. On the termination of this agreement as aforesaid or under clause to hereof the Advertiser shall remove all the advertisements on the hoarding within two days from the date of termination failing which the Owner will be entitled to do so at the cost of the Advertiser.

12. The Advertiser agrees to indemnify the Owner against all the claims and damages or legal proceedings in respect thereof by reason of or arising out of the Advertisement put up on the said hoarding.

13. Any notice required to be sent by one party to the other can be sent by post at the place of business or residence of the party to whom it is to be sent.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written.

Owner

Advertiser