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Agreement for the erection and maintenance of an advertising sign

Description: This is a precedent agreement for use when a company wishes to place a sign on a building or a building site. The agreement confers a licence to place the sign at the site.

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- (b) The Licensor may at all times carry out any work as determined by the Licensor and any such work must be carried out in accordance with the plans submitted to the Licensor.
- (c) The Licensee, its agents or subcontractors shall submit to the Licensor all plans for any work to be carried out within the Building.
- (d) If the Licensor requires the Licensee to submit plans so as to comply with the provisions of this clause, the Licensee shall submit such plans to the Licensor within the time specified by the Licensor.
- (e) Should the Licensee or its agents or subcontractors be required to maintain the Signs in accordance with the requirements of the Licensor or its agents or subcontractors, the Licensee shall be responsible for the cost of any repair in order to comply with such requirements.

7.2 Access to Site

- (a) The Licensee and its agents or subcontractors shall be permitted to enter the Site for the purpose of carrying out any repairs to or maintenance of the Building, provided that the Licensee shall be responsible for providing such access is sought in accordance with the requirements of the Licensor and the Licensee shall be responsible for the cost of any such access sought [by the Licensee or any other person] to minimise interference with the Licensor's security.
- (b) The Licensee must consult the Licensor in advance of any such access sought outside normal business hours.
- (c) The Licensor may designate any time when access is obtained and the Licensee shall be responsible for the cost of any such access sought and the Licensee's employees will not be permitted to enter the Site at any other time specified by the Licensor.

7.3 Damage to Building or Site

- (a) The Licensee will not be liable for any damage to the Building in any way and shall be responsible for any damage caused by want of care or negligence on the part of any of its agents, contractors or subcontractors in the operation and/or maintenance of the Building.
- (b) The Licensee will promptly repair any damage to the Site and of any other property on the Site or any person or property on the Site caused by the Licensee or its agents or subcontractors.

7.4 Inspection

The Licensor and its agents, contractors or subcontractors may, at any time, inspect any necessary appliances and upon request shall serve upon the Licensee a notice in writing to that effect.

8. Electricity

- (a) The Licensee, at its expense, shall be responsible for:
 - (i) ensure that the Building is supplied with electricity;
 - (ii) provide electricity to the Building;
 - (iii) pay for all electricity consumed by the Building.
- (b) The Licensor must ensure that the Building is supplied with electricity including arranging access to the Site for electricity mains poles and cables.

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9. Compliance with building r

The Licensee must observe a agents, contractors or employees or [other nominated person] for safety, care, good order and cle

10. Dismantling

- (a) The Licensee may, at earlier termination in a Authorities so to do, dis
- (b) The Licensee must, at i
 - (i) repair any dan consultants or e the Signs;
 - (ii) restore and rein
 - (iii) repaint the Site in writing; and
 - (iv) remove all rub condition.
- (c) Failing removal by the L reinstate the Site. Any liquidated debt and be p

11. Risk and indemnity

- (a) The Licensee agrees to Licensee and releases and employees from a theft, death or injury occ
- (b) The Licensee indemnif contractors, invitees, c actions, claims, costs, l or otherwise in respect property (real or perso contributed to by the Sig
- (c) Without limiting clause the Licensee's property the Licensee, and the L thereof.

12. Insurance

- (a) The Licensee must pa taken out or caused to maintenance and use o
- (b) The Licensee shall, du keep current a public I company in the joint na of any single accident Licensee may require re
- (c) The Licensee will withi and as required by the the Licensor for the insu

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13. Holding over

In the event of the Licensee holding over the License, it shall do so as a tenant at one month's proportion of the License fee by notice in writing served on the Licensor to be determined by either party at the Licensee's option otherwise upon the same terms as the License.

14. Assignment and sub-licensing

- (a) The Licensee may not assign, transfer or grant any sub-license of the License without the written consent of the Licensor.
- (b) The Licensee may not sub-license the License without the written consent of the Licensor.

15. Termination

- (a) This Agreement may be terminated by the Licensee:
 - (i) if the Licensee fails to make the License fee payment;
 - (ii) if the Licensee fails to fulfil its obligation to pay the License fee and the Licensee will be required to pay the License fee;
 - (iii) if the Licensor is in breach of the License;
 - (iv) if the Licensor is in breach of the Building project within [number] days of the date of Service of such notice and is deemed to be in breach of demolition or reconstruction;
 - (v) if the Licensor is in breach of the License that a Sign is in breach of environmental protection;
 - (vi) if the Building is in breach of governmental, or the Sign to be removed.
- (b) Either party may terminate the License:
 - (i) if an order is made by a court other than for the Licensee;
 - (ii) if the other party is in breach of the License if a receiver or manager is appointed;
 - (iii) if the other party is in breach of the License if they fall due, or if the Licensee is in breach of the bankruptcy or insolvency laws;
 - (iv) if the other party is in breach of the License if it is insolvent.
- (c) If the whole or any part of the License is destroyed by lightning, storm, tempest or other natural cause, the License term substantially unfit for use, the License is granted or so as to be destroyed or render the re-building of the License impracticable or undesirable.

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