

THIS IS JUST A FORMAT.

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

Agreement between Owner and the Advertiser

AGREEMENT is made at ...this ... day of ... between Shri ABC of residing at ... hereinafter referred to as 'Owner' of the One Part and Shri XYZ of ... resident of ... hereinafter referred to as the 'Advertiser' of the Other Part ;

WHEREAS—

1) The Owner owns a building situate at ... bearing House No.... which abuts on the public road known as ... and the said building has an open terrace which gives a long range view of the locality.

2) The Advertiser produces and sells a product by the name ... and proposes to put up an advertisement by way of neon-sign on the said terrace and has requested the Owner to allow him to do so which the Owner has agreed on the following terms and conditions agreed to by the Advertiser.

3) It is proposed to record the said terms and conditions in the manner following.

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Owner hereby grants license to the Advertiser to fix and exhibit on the eastern parapet wall of the terrace on the top of the said Building necessary frame or other fixture for the purpose of displaying the advertisement in neon signs or in any other illuminated form, for the product hereinbefore mentioned in the recital. The wording of the advertisement will be as follows:...

2. The Advertiser will fix the frame or other contrivance to display the said advertisement at his own costs and it will be fixed in such a way as not to damage the parapet wall except to the extent of drilling holes or putting nails. The Advertiser will take care to see that the fixture is safe and there is no danger in doing so.

3. The electric supply to the neon sign or illumination will be taken from the spare plug point in the terrace room and the necessary electric wiring work will be done by the Advertiser at his costs. For such facility the Advertiser will pay to the Owner along with the amount of compensation or license fee hereinafter mentioned, a fixed amount of Rs... per month which is calculated on the basis of the existing electric rates and the estimated consumption during the period from 6 p.m. to 6 a.m. every day. In case the existing electric rates are increased by the authorities, the said amount will be increased proportionately.

4. In consideration of the said license the Advertiser will pay to the Owner a sum of Rs... per month as compensation or license fee and the same will be paid in advance every English Calendar month on or before the 10th day of each month.

5. The Advertiser will also deposit with the Owner a sum of Rs... which will be refundable on the termination of this agreement by efflux of time or otherwise, without interest, but subject to any deduction therefrom for any amount due and payable by the Advertiser under this agreement or in law.

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6. The Advertiser or his authorised agent and workmen will be allowed to enter the terrace for the purpose of inspection and for carrying out any repairs or adjustments in the fixtures or neon signs from time to time at any time of the day or night but not beyond 10 p.m. and before 6 a.m. on any day.

7. The Advertiser will not make any alterations in the said advertisement now approved by the Owner without the consent of the Owner which will not be unnecessarily withheld.

8. All rates and taxes payable to the local authority or any other authority in respect of the advertisement will be payable by the Advertiser regularly and if the Owner is required to pay the same as Owner or because of the failure on the part of the Owner to pay, the Owner will be entitled to adjust the same out of the said deposit amount and if the amount payable is more than the deposit the same will be payable by the Advertiser forthwith on demand. This is without prejudice to the right of the Owner to terminate this Agreement for breach.

9. Before putting up the said advertisement the Advertiser will obtain from the local authority or Government the permission if any required for doing so and produce the same for the Owner's inspection.

10. The display of the advertisement will be made by the Licensee at its costs and the same will be maintained in proper condition by the Licensee at its expenses.

11. The Licensee shall comply with all rules, regulations and restrictions applicable to putting up the advertisement and will hold the Owner indemnified against any loss suffered by the Owner for breach of such rule, regulation or restriction.

12. It will be the responsibility of the Licensee to put up any temporary scaffolding or railing required for displaying the advertisement and which will be done at its costs. In doing so the Licensee shall not cause any damage to the Building or the household articles of any occupant or cause any nuisance to the occupants of the building. Any damage done to the said wall or otherwise as aforesaid will be made good by the Licensee forthwith failing which the Owner will carry out the repairs and deduct the costs out of the said deposit. If the costs are more the balance will be payable by the Licensee on demand.

13. The Owner will not allow any other person to put up any advertisement on the said wall during the subsistence of this agreement.

14. The Owner declares that he is the Owner of the said building and he has a right to enter into this agreement. So far as it is within his power the Owner will ensure that the view of the advertisement is not obstructed in any way from the public view.

15. This agreement will remain in force for a period of ... years unless it is terminated earlier as herein provided.

16. If the Licensee commits breach of any term of this agreement or if the neon-sign is prohibited by any legal authority, the Owner shall have the right to cancel this agreement by giving fifteen days' notice to that effect and on the expiration of the said period the agreement will stand terminated.

17. On the termination of this agreement the Licensee will remove the advertisement forthwith and restore the wall to its original position including the colour thereof at its own costs. If the Licensee fails to do so

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within fifteen days from the date of termination, the Owner will be entitled to remove the same and all costs of and incidental thereof will be deducted out of the said deposit and if there is any balance it will be payable by the Owner to the Licensee on demand.

18. This agreement will be executed in duplicate and the original will remain with the Licensee and the duplicate with the Owner.

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

Signed by the withinnamed Owner)
Shri ABC in the presence of)

Signed for and on behalf of the)
withinnamed Licensee)
XYZ & Co. Ltd., by)
its Managing Director)
in the presence of)

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