

TOURIST ORIENTED DIRECTIONAL SIGNING (TODS) AGREEMENT

For Department Use Only

Purchase Order #

Customer #

Whereas, it is the desire of _____ of _____
(Name of Owner of the Business) and (Name of Business)
(Mailing Address of Business)

hereinafter referred to as BUSINESS, to participate in the Tourist Oriented Directional Signing (TODS) Program of the North Carolina Department of Transportation, hereinafter referred to as DEPARTMENT, to provide TODS within the right-of-way of conventional roadways at qualifying intersections within five driving miles of their tourist oriented facility or business.

The BUSINESS desires TODS at the following locations in _____ County:

- On _____ at the intersection of _____ Contract # _____
On _____ at the intersection of _____ Contract # _____
On _____ at the intersection of _____ Contract # _____
On _____ at the intersection of _____ Contract # _____
On _____ at the intersection of _____ Contract # _____
On _____ at the intersection of _____ Contract # _____

The BUSINESS agrees to abide by the North Carolina General Statutes Chapter 136, Article 11B; North Carolina Administrative Code 19A NCAC 02E .1100, the terms of this Agreement, the Department's requirements on form TODS-1, 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 a copy of the rules and regulations currently in force for this Program.

In consideration of participating in the TODS Program, the BUSINESS agrees to pay an annual fee per each sign 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 signs 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 sign 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, form TODS-1, this Agreement, and TODS policies; the BUSINESS' signs 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. Invoices for annual fees will be sent only to the BUSINESS owner, and not to advertising agents or other third parties.

It is understood that the BUSINESS shall have and maintain a permanent, on-premise sign at the main entrance from the roadway to the business specifying the business name. If legible from the roadway, the sign may be attached to or in close proximity to the building. Additionally, it is 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; and

It is understood that a BUSINESS with a gate at or near the entrance will only qualify for the TODS program if the gate remains open a minimum of eight consecutive hours per day, five days per week. It is further understood that gated businesses, as well as any other business or facility, which may appear to the public or the DEPARTMENT to be private, semi-private, or require a membership or reservation, shall have an on-premise sign at or near the entrance from

the roadway reading "Open to the Public" or "Public Welcome." The sign shall have characters and letters that are a minimum of four inches in height; and

It is understood that any seasonal BUSINESS shall specify the months of closure or months in operation, or otherwise clearly specify the operational season, on the TODS; and

It is understood that the BUSINESS shall assure that the DEPARTMENT has the name of its current owner and mailing address on file and that it will notify the appropriate Division Engineer in writing within 30 days of any change; and

It is understood that the transfer of ownership of the BUSINESS shall not in any way affect the ability to maintain the TODS 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 updated Agreement and TODS-1, and the BUSINESS continues to fully qualify for participation in the Program; and

It is understood that the BUSINESS is responsible for paying its invoice within 30 days of receipt. 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 TODS 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 TODS are installed and it will be for a period of 12 months. It is further understood that this agreement will automatically be renewed unless one of the following conditions occurs: 1) the BUSINESS fails to meet the terms of this agreement; 2) the BUSINESS fails to meet the requirements in the rules for this Program as found in the North Carolina Administrative Code 19A NCAC 02E .1100 or General Statutes Chapter 136, Article IIB; 3) the BUSINESS fails to be in compliance with TODS policies, regulations, and terms on form TODS-2A; or 4) the intersection no longer qualifies for TODS due a change in roadway configuration or municipal ordinance.

It is understood that before sign fabrication, the BUSINESS shall furnish a design (layout) of the TODS 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 TODS for 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 TODS. It is further understood the BUSINESS assumes full responsibility for any damage, deterioration, or loss of any of its TODS and agrees to furnish any required replacement TODS as requested by the DEPARTMENT; and

It is understood that the DEPARTMENT reserves the right to cover or remove any or TODS 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 BUSINESS is not entitled to any refund of fee amounts for the period the TODS are covered or removed. 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 BUSINESS Owner (Print or Type)

Name of DEPARTMENT Representative (Print or Type)

Signature of BUSINESS Owner

Date

Signature of DEPARTMENT Representative

Date

Witness (to BUSINESS Owner's Signature)

Division Engineer
Title of DEPARTMENT Representative