

RC-11
1/26/12

THE **LAMAR** COMPANIES
CONTRACT

Kansas City
7108 East 48th Terrace
Kansas City MO 64129
PHONE: (816)924-5900
FAX: (816)924-7171

Date: 12/21/2011
New/Renewal: NEW
ADDENDUM
Contract No. 1625696

Customer Name: JACKSON COUNTY COMBAT
Street Address:
Mailing Address: 415 E 12TH STREET, 9TH FLOOR
City: KANSAS CITY St: MO Zip: 64106-2724
Phone: (816)881-1400 Fax:
Total Camp. Invest.: \$800.00

Advertiser: JACKSON COUNTY COMBAT
Cust A/C #: 554556-0 Nat'l/Local: LD
Term: Service Date: 12/26/2011
Contact Person: STACEY DANIELS-YOUNG
Campaign:
Email: clillis@jacksongov.org

Vinyl Seq # 1

Company #: 221 Investment Per \$800.00
Billing Period:
Local AE: TVI3604-Tom Irlbeck
Product: Installation
Qty: 1 Rate Per Unit: \$800.00

Market: KANSAS CITY Market Code: 1
Alt. AE: PO #:
Description: Production and Installation of one 14x48 vinyl
Freight:\$0.00

Service Dates:	12/26/11
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Investment Schedule

Year	Period	Total Investment
2011	12/26	\$800.00

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FILED
JAN 23 2012
MARY JO SPINO
COUNTY CLERK

INITIALS: _____

Contract No.: 1625696

The terms on all pages are part of this contract.

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in a good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay The Lamar Companies all contract amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The undersigned representative or agent of Advertiser hereby warrants to The Lamar Companies that he/she is the _____ of the Advertiser and is authorized to execute this contract on behalf of Advertiser.

BY: Tom Durr
ACCOUNT EXECUTIVE

JACKSON COUNTY, MO
CUSTOMER/ADVERTISER

DATE: January 19, 2012

COMPANY: Kansas City

BY: Q. Troy Thomas
(signature above)

APPROVED AS TO FORM
W. Stephen Hays
COUNTY COUNSELOR

CUSTOMER/ADVERTISER SIGNED BY: **Q. Troy Thomas**
Director of Finance & Purchasing

DATE: 1-23-12

THE LAMAR COMPANIES

ATTEST:
Maria Spino
CLERK OF COUNTY LEGISLATURE

BY: [Signature]
GENERAL MANAGER

STANDARD CONDITIONS

I. General Conditions

1. On initial installation, if Lamar and/or Lamar Transit Authority (LTA) is requested by Advertiser to submit art work, then art work submitted by Lamar and/or LTA shall be approved or substitute art work shall be furnished by Advertiser within ten (10) days after submission. In the case of default in furnishing or approval of art work by Advertiser, then the date of installation posting for purposes of commencement of the first invoice shall be deemed to occur on the date on which the various spaces are available for service.
2. Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.
3. Upon completion and installation of initial posting, or upon the circumstances described in paragraph 1 regarding default, an invoice for payment will be sent to Advertiser or Agency. Upon Advertiser's or Agency's request, a report of the posting will be sent with the initial invoice. The first invoice shall cover the period from date of installation (if more than one location is included, the average date of installation shall be used) to the end of the billing period in which the invoice is rendered, and subsequent invoices shall be rendered in advance on the first of each successive billing period. Each invoice will cover the billing period following commencement of posting or date of installation ; or following the circumstances described in paragraph 1 above regarding default . All prorated invoices and credits will be computed on the basis of a four week billing period.
4. If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including illumination, buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute spaces, to be reasonably approved by advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of Lamar, and unless same is promptly paid, Lamar may, at its option, discontinue without notice the outdoor or transit advertising contracted for herein; provided, however, that such discontinuance shall not relieve the Advertiser or agency of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1 1/2% per month. ~~1-addition, Advertiser shall pay Lamar all costs and expenses of exercising its rights under this contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00, whichever is greater, and all reasonable collection agency fees.~~
6. This contract, all pages, including Jackson County RFP-72-11 and the requirements contained therein, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
7. The Advertiser is purchasing preemptable space. Lamar shall have the right to sell another advertiser the space contracted for herein during the time period contracted for herein, in whole or in part, in order to display substitute advertising copy which it, in its sole discretion, deems necessary. In the event Lamar temporarily substitutes another advertiser's copy for the Advertiser's copy, Lamar will notify the Advertiser no later than one (1) day after the substitution has taken place. In this case, Lamar in its sole discretion will either (i) run the Advertiser's advertisement(s) for the same number of days as the advertisement was not run or (ii) refund to the Advertiser on a

INITIALS: _____

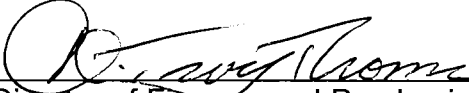
Contract No.: 1615378

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REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ 800.⁰⁰ which is hereby authorized.

January 19, 2012
Date


Director of Finance and Purchasing
Acct. # 008-4401-6210
44012012002

per diem basis for the time that the advertisement was not run.

II. Bulletin Conditions

1. Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed.
2. Lamar reserves the right to reject or withdraw any copy, either before or after posting. Lamar further reserves the right to terminate the contract for any reason, at any time.
3. Net cash payment is required thirty (30) days after the date of billing.
4. If a location should be lost during the period of display for any reason, a bulletin location of equal advertising value will be substituted or credit issued for loss of service. Should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week advertising space billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00 p.m.
5. All contracts are non-cancelable by Advertiser.
6. Production charges are not included in the space rate, and will be determined by the degree of difficulty of the reproduction. Charges are computed on a square foot basis.
7. Approved artwork and posting instruction shall be furnished by the Advertiser sixty (60) days prior to scheduled display date.
8. Creative with mechanical, reflectors, inflatable, etc. will be quoted upon request.
9. Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. Cutouts are the property of Lamar, and the basic fabrication charge is for a maximum 12 months. Lamar will not be responsible for cutouts/extensions after 120 days of storage time.
10. Vinyl for bulletins should be supplied by the advertiser fifteen (15) working days prior to posting date.
11. Sections or vinyl will be held at customer's request upon management approval at the maximum rate of \$100 per month.
12. Leeway of five (5) working days from the accepted start date is required to complete the installation of any display. Vinyl should be shipped in time to arrive at least fifteen (15) days prior to the accepted start date.

Special Considerations:

Client has the option of rotating boards that aren't pre-emptable based on the availability at that time.

Special Provisions:

Panels 81501 and 60009 are pre-emptable.

SURETY AGREEMENT

In consideration of Lamar entering into this contract with Advertiser, the undersigned ("Surety") guarantees and becomes a surety for Advertiser in favor of Lamar for all sums due by Advertiser under this contract. The obligation of Surety is joint and several and in solido with Advertiser and Agent (if applicable) for the full performance of all of Advertiser's obligations under this contract or any continuation. Surety consents to all extensions. Surety waives any benefit that may allow him to limit this obligation to less than the full obligation of Advertiser. It is understood that, without this guarantee or surety agreement, Lamar would not be willing to enter this contract with Advertiser.

DATE: _____

SURETY Signature Above

Print Name: _____

Address: _____

THIS INFORMATION FOR OFFICE USE ONLY

Invoice Start Date: <u>12/26/2011</u>	Invoice End Date: <u>6/10/2012</u>
Inv. Routing: <u>Customer</u>	Inv. Exception: <u>Not Set</u>
Product Code: <u>59 - Winter Special Program</u>	Split Billing: _____
Nat'l Contract No: _____	Co-op: _____
Multi-Mkt Selling AE: _____	Political: _____
	P.O.P.: _____
Sales Manager: _____	