

**MISSOURI LOGOS***An Interstate Logos Company*

### Missouri Supplemental Guide Sign Program Participant Application

|                            |  |
|----------------------------|--|
| <b>Date Sent:</b>          | <u>11/7/2024</u>                           |
| <b>Category:</b>           | <u>Traffic Generator - Public</u>          |
| <b>Billing Name:</b>       | <u>Jackson County Parks and Recreation</u> |
| <b>Participant Name:</b>   | <u>Kemper Outdoor Education Center</u>     |
| <b>Billing Address:</b>    | <u>22807 SW Woods Chapel Rd</u>            |
| <b>Physical Address</b>    | <u>8201 S Jasper Bell Rd</u>               |
|                            | <u>Blue Springs, MO 64015</u>              |
| <b>Contact Person:</b>     | <u>Tina Spallo</u>                         |
| <b>Participant Number:</b> | <u>89</u>                                  |
| <b>Phone:</b>              | <u>(816) 503-4823</u>                      |
| <b>Location Phone:</b>     | <u>(816) 229-8980</u>                      |
| <b>E-Mail:</b>             | <u>tspallo@JacksonGov.org</u>              |
| <b>Website:</b>            | <u>jacksongov.org</u>                      |
| <b>Location:</b>           |  |
| <b>Application Fee:</b>    | <u>0.00</u>                                |

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#### MINIMUM SERVICES REQUIRED FOR ELIGIBILITY

Please mark the criteria below with an "X" certifying that your location meets these minimum criteria to fully qualify for participation in the Missouri Supplemental Guide Sign Program.

- ☐ Minimum annual attendance of 200,000 in rural areas, 250,000 in urban areas, and 300,000 in St. Louis and Kansas City metropolitan areas
- ☐ Open for business 4 hours per day, at least 5 days per week, 1 of which must be a Saturday or Sunday, and fully operative and open to the traveling public for a minimum of 3 months each year
- ☐ Public restrooms
- ☐ Sufficient on premise parking to accommodate all visitors

I certify that the above statements are true and correct, and I will inform Missouri Logos of any changes to the above indicated information that may affect the availability of the service provided. I understand that either the Missouri Department of Transportation or Missouri Logos may make inquiries or inspections to ensure that the minimum requirements are being met. I understand that falsifying eligibility criteria will void any Application and/or Participant Contract with Missouri Logos and will result in removal from the Program with no reimbursement of fees paid.

Signature \_\_\_\_\_ Date \_\_\_\_\_



Missouri Highways and Transportation Commission  
(MHTC)  
Missouri Department of Transportation (MoDOT)

Date: 11/7/2024

Tourist Oriented Directional Signing (TODS) Program  
Participation Agreement (Contract)

Contract Number: 4803317  
Account Number: 814039-5

Customer: JACKSON COUNTY PARKS AND RECREATION  
Contact: Tina Spallo  
Email Address: TSpallo@jacksongov.org  
Billing Address: 22807 SW WOODS CHAPEL RD  
BLUE SPRINGS, MO 64015  
Phone Number: (816)503-4823  
Website:

Participant: KEMPER OUTDOOR EDUCATION CENTER  
Supplemental Message:  
Store Number:  
Location Address: 8201 S JASPER BELL RD  
BLUE SPRINGS, MO 64015  
Location Phone Number: (816)229-8980  
Ownership: Corporate Franchise Individual  
(Please choose one)

| Route  | Interchange | Direction | Mainline(s) | Ramp(s) | Trailblazer(s) | Price Per Year |
|--------|-------------|-----------|-------------|---------|----------------|----------------|
| MO 007 | Cowherd Rd  | North     | 1           | 0       | 0              | 450.00         |
| MO 007 | Cowherd Rd  | South     | 1           | 0       | 0              | 450.00         |
| Total  |             |           | 2           | 0       | 0              | 900.00         |

Participant hereby authorizes and instructs Missouri Logos (ML) to install and/or maintain its TODS plaque(s) as described above through 06/30/2025.

This contract will automatically renew for an additional one (1) year term each year on the anniversary date of any contract term, unless one or both parties to the contract notify the other party in writing of their intent not to renew at least thirty (30) days prior to the expiration of any contract term.

Participant understands that ML will maintain the TODS plaque(s) in accordance with ML's contract with MHTC/MoDOT under the State's TODS Program. TODS plaque(s) and business logo panel(s) must conform to MHTC/MoDOT specifications, continue to meet minimum retroreflectivity, and must not be excessively faded or deteriorated.

Participant represents and warrants that it is, and will continue to be during the term of this contract and any extensions thereof, a qualified location with all facilities and operations for such service required for participation.

In consideration of the herein described service, Participant hereby promises and agrees to pay ML the above annual participation fee. A fee, per TODS plaque, per occurrence, is also required for fabrication of replacement TODS plaque(s) and installation of replacement TODS plaque(s).

This contract is signed and accepted by an authorized representative of Participant and subject to the Standard Conditions provided, as well as the Rules and Regulations governing the Program.

Customer: JACKSON COUNTY PARKS AND RECREATION

Missouri Logos Partnership  
4742-A Country Club Drive

Signed By: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Jefferson City, MO 65109  
(573) 893-6662 (800) 666-3514 Toll-Free

Print Name: \_\_\_\_\_

Accepted By: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



## Standard Conditions

1. **CLARIFICATION OF TERMS OF THE PARTICIPATION AGREEMENT (CONTRACT).** The terms "Missouri Logos", "ML", and "Participant" when used herein shall include either singular or plural, masculine or feminine as the case may be; and the provisions of the contract shall bind the parties mutually and their heirs, executors, administrators, successors, and assigns. The agent, officer, or employee of Participant who has executed the contract hereby represents that he/she is duly authorized to execute the contract on behalf of the Participant. Whenever "ML" is used in the contract it shall refer to Missouri Logos, a subsidiary of Interstate Logos. Whenever "MHTC" is used in the contract it shall refer to the Missouri Highways and Transportation Commission and whenever "MoDOT" is used in the contract it shall refer to the Missouri Department of Transportation who are responsible for authorization and oversight of the Missouri Tourist Oriented Directional Signing (TODS) Program. Whenever "TODS plaque" is used in the contract it shall mean a sign showing the name of the Participant's location on a crossroad at or near an eligible intersection in accordance with ML's contract with MHTC/MoDOT. Whenever "business logo panel" is used in the contract it shall mean a separately attached sign mounted on a TODS plaque showing the name, brand, symbol, logo, trademark, or combination of these for the Participant's location.
2. **AGREEMENT.** The Participation Agreement (Contract) and these Standard Conditions constitutes the entire agreement between Participant and ML. ML shall not be bound by any stipulation, condition, or agreement, not set forth herein. Waiver by ML of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
3. **CONFORMITY.** Participant represents and warrants that it is, and will continue at all times during the contract term and any extension thereof to be, in conformity with all Federal and State laws, including those requiring Participant to provide its services without regard to race, color, sex, religion, age, or national origin.
4. **TODS PLAQUE AND BUSINESS LOGO PANEL.** If a business logo panel is necessary, it is the Participant's responsibility, at its expense, to provide business logo panel(s) for the contract in accordance with the specifications of ML and MHTC/MoDOT. If ML is to furnish business logo panel(s) for Participant, Participant will be charged a fee for fabrication. Participant warrants that approved TODS plaque design and/or artwork for business logo panel(s) does not infringe upon any trademark or copyright, State or Federal. Participant agrees to defend, indemnify, and hold ML and MHTC/MoDOT free and harmless from any and all loss, liability, claims, and demands, including attorney's fees, arising out of the character, content, or subject matter of any design displayed pursuant to the contract. ML reserves the right to reject any design not acceptable to MHTC/MoDOT.
5. **MAINTENANCE AND REPAIRS.** Participant is responsible to contract with and pay ML for all removal, reinstallation, and/or replacement expenses for its TODS plaque(s) and/or business logo panel(s) due to theft, vandalism, natural deterioration, or other damage. ML will inspect the TODS plaque(s) and business logo panel(s) at reasonable intervals and notify Participant when repairs and/or replacements are necessary.
6. **COMMENCEMENT OF CONTRACT.** The initial commencement date for service is the actual date of completion of TODS plaque(s) installation, and the initial annual participation fee will be prorated from this date.
7. **ACCEPTANCE OF CONTRACT.** The contract shall become binding upon execution of a duly authorized officer or agent of Participant and acceptance by an authorized agent of ML. ML may take reasonable time to check credit and retains the right not to accept the contract. ML also reserves the right not to accept the contract if not signed and returned by Participant within forty-five (45) days of date sent to Participant by ML. MHTC/MoDOT reserves the right to reject and refuse any location, in its sole discretion.
8. **CANCELLATION AND REFUND.** In the event of termination of the contract agreement between ML and MHTC/MoDOT, the Participation Agreement (Contract) will transfer to MHTC/MoDOT or MHTC/MoDOT's designated contractor and/or ML shall refund any unearned prepaid charges.
9. **SEVERABILITY.** The contract is to be governed by and construed according to the laws of the State of Missouri. Any provision of the contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, Participant hereby waives any provision of law which renders any provision hereof prohibitive or unenforceable in any respect.
10. **UNCONTROLLABLE DELAYS AND INTERRUPTIONS TO SERVICE.** ML shall not be liable for loss or damage on account of delay(s) or interruption(s) due to inclement weather, fire, or other casualty loss, strikes, governmental laws, rules, regulations, act of Providence, quarantines, or any other reason not in ML's control. In the event ML is responsible for a delay or interruption, ML may either issue necessary credit(s) or extend the contract beyond its termination date to make up for the delay or interruption. In the event any of the sign locations covered by the contract become so impaired as to permanently destroy the value, ML may delete such sign location from the contract. In either case, Participant shall be given credit pro rata for the deleted sign location, and it shall have no further rights against ML. It is also recognized by both parties that highway construction may temporarily interfere with the location and/or the visibility of TODS plaque(s), and that some activities or circumstances may require the removal and/or relocation of TODS plaque(s). Such activities include, but are not limited to, construction of new intersections or new higher priority sign structures, and/or changes in the necessary regulatory, warning, guide, or traffic generator signs. If such activities occur, ML or MHTC/MoDOT shall not be held liable for claims of cost resulting from the removal and/or relocation of the structure(s). If permanent removal of any TODS plaque(s) included in the contract is required due to spacing, construction, or any other reason, the contract will be null and void and ML shall refund any unearned prepaid charges.
11. **PAYMENT DEFAULT.** 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 ML unless same is promptly paid, ML may discontinue, without notice, the service contracted for herein provided; however, such discontinuance shall not relieve Participant of the contract indebtedness. Participant shall pay ML all costs and expenses of exercising its rights under the contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00 whichever is greater.
12. **TERMINATION FOR DEFAULT.** The contract will be terminated and Participant's TODS plaque(s) will be removed for default if the establishment: ceases to exist; is found in non-compliance with eligibility or other criteria and all corrections are not made within the time specified in the written notice; does not make payment within the time specified on any invoice; is in default of any liability, obligation, covenant, warranties, or certification made by the establishment and continuance of such default beyond the time specified for correction in the written notice.
13. **DISQUALIFICATION.** Erection and maintenance of any advertising device found to be in violation of State or Federal laws or regulations may disqualify a facility from participating, and may be cause for the removal of any previously authorized TODS plaque(s) without reimbursement.
14. Participant understands that the fees charged are approved by MHTC/MoDOT, and that MHTC/MoDOT reserves the right to adjust these fees. ML will provide written notice to Participant of any fee adjustments at least sixty (60) days prior to any new fees going into effect. Participant may continue the contract with the new fees or cancel the contract by providing ML written notice at least thirty (30) days prior to any new fees going into effect.

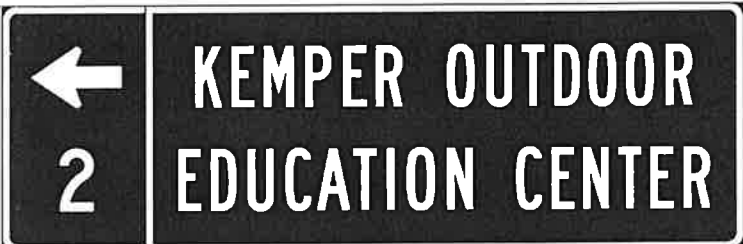





Highway MO 007  
Exit Cowherd Rd.  
Crossroad Cowherd Rd.  
County Jackson  
Date 12/6/23

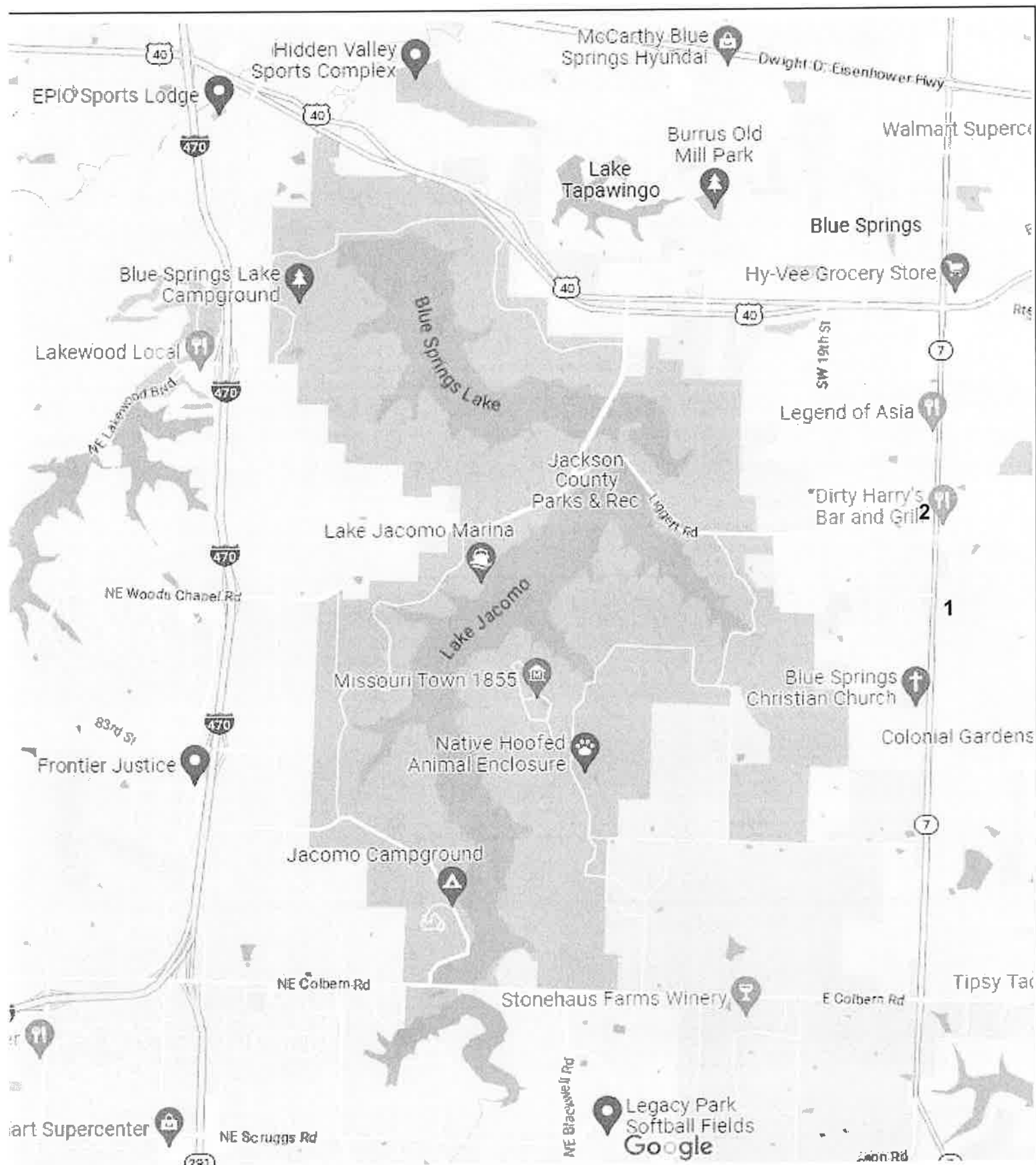
Sign Display Detail

**Jackson County – Kemper Outdoor  
Education Center**

|  |                |              |  |                |              |
|--|----------------|--------------|--|----------------|--------------|
| Sign #: 1  | Type: Mainline | Direction: N | Sign #: 2  | Type: Mainline | Direction: S |
| Size: 6' x 2'  | Sq/Ft: 12      |              | Size: 6' x 2'  | Sq/Ft: 12      |              |
|  |                |              |  |                |              |
| Sign #:  | Type:          | Direction:   | Sign #:  | Type:          | Direction:   |
| Size:  | Sq/Ft:         |              | Size:  | Sq/Ft:         |              |
|  |                |              |  |                |              |
| Sign #:  | Type:          | Direction:   | Sign #:  | Type:          | Direction:   |
| Size:  | Sq/Ft:         |              | Size:  | Sq/Ft:         |              |
|  |                |              |  |                |              |
| Approved by:   |                |              | Date:  |                |              |
| Print Name:  |                |              |  |                |              |

Sign Location Detail **Jackson County – Kemper Outdoor Education Center**

|           |                    |
|-----------|--------------------|
| Highway   | MO 007             |
| Exit      | Moreland School Rd |
| Crossroad | Moreland School Rd |
| County    | Jackson            |
| Date      | 12/6/23            |



Map depicts approximate sign location only