

THE COMPANIES

CONTRACT

Pierce Co - Lakewood/Tacoma
3601 Sixth Avenue South
Seattle WA 98134

Date: 5/19/2022
New/Renewal: **NEW**

PHONE: (206)390-6967
FAX:

Contract No. **3852007**

Customer Name: **SNOHOMISH HEALTH DISTRICT**
Street Address:
Mailing Address: **3020 RUCKER AVENUE
SUITE 306**

Advertiser: **SNOHOMISH HEALTH DISTRICT**
Cust A/C #: **730160-0** Nat'l/Local: **RD**
Term: **52 Weeks** Service Date: **11/20/2022**

City: **EVERETT** St: **WA** Zip: **98201**
Phone: **(425)239-7664** Fax:
Total Camp. Invest.: **\$130,136.63**

Contact Person: **Jennifer Eggers**
Campaign: **SnoHD Annual**
Email: **jegger@snohd.org**

Advertiser/Agency Agrees to purchase the following:

Space:	The Lamar Companies ("Lamar") agrees to provide space for the below described transit advertising display(s) (hereinafter called the "Display"), in conformity with the specifications and conditions set forth herein. For this, Advertiser or Advertising Agency agrees to pay the billing rate indicated for the four (4) week periods specified below. In addition, Advertiser or Advertising Agency agrees to pay all taxes applicable to this contract. Advertiser or Advertising Agency agrees to furnish own materials. All materials must be delivered to location(s) designated by Lamar at least ten (10) days prior to start date. Contract scheduled to commence on dates stated on this document. If production or installation is delayed, contract to commence for the term noted beginning on the day immediately following completion of posting.
Production:	Advertiser/Advertising Agency agrees to pay all taxes applicable to this agreement. Order, pricing and acceptance are based on art supplied to our specifications. Approved art for this contract must be supplied at least 21 days in advance of the start date designated in the space agreement, to allow for timely production and posting. If production is delayed due to artwork, Advertiser/Advertising Agency will remain responsible for payments under the space obligation. All invoices are due and payable when rendered or date of shipment, whichever is later.

Advertiser or Advertising Agency acknowledges that all representations and all agreements not herein set forth in writing are deemed waived. This contract shall not be binding upon Lamar until executed by an Officer or designee of Lamar. This Transit Advertising Display Contract is subordinate to the contract between the relevant transit Authority and Lamar.

Sky Strip (Advertising Space)

Company #: <u>742</u>	Investment Per Serv Period: <u>\$1,275.00</u>	COMMUNITY Market: <u>TRANSIT</u>	Market Code: <u>100</u>
Local AE: <u>Jeff Rossman</u>		Alt AE: _____ PO #: _____	
Design: _____		Booking Type: <u>Guaranteed</u>	
Daily GRPs: <u>0</u>	Inv Item: <u>5006</u>	Qty: <u>3</u>	Tax: <u>0.00</u>
Service Dates:	<u>11/21/22-11/19/23 - 13 cycles</u>		

KONG WITH HEADLINERS (Advertising Space)

Company #: <u>742</u>	Investment Per Serv Period: <u>\$1,650.00</u>	COMMUNITY Market: <u>TRANSIT</u>	Market Code: <u>100</u>
Local AE: <u>Jeff Rossman</u>		Alt AE: _____ PO #: _____	
Design: _____		Booking Type: <u>Guaranteed</u>	
Daily GRPs: <u>0</u>	Inv Item: <u>1515</u>	Qty: <u>3</u>	Tax: <u>0.00</u>
Service Dates:	<u>11/21/22-11/19/23 - 13 cycles</u>		

KING (Advertising Space)

Company #: <u>742</u>	Investment Per Serv Period: <u>\$2,475.00</u>	COMMUNITY Market: <u>TRANSIT</u>	Market Code: <u>100</u>
Local AE: <u>Jeff Rossman</u>		Alt AE: _____ PO #: _____	
Design: _____		Booking Type: <u>Guaranteed</u>	
Daily GRPs: <u>0</u>	Inv Item: <u>1460</u>	Qty: <u>11</u>	Tax: <u>0.00</u>
Service Dates:	<u>11/21/22-11/19/23 - 13 cycles</u>		

INTERIORS (Advertising Space)

Company #: <u>742</u>	Investment Per Serv Period: <u>\$500.00</u>	COMMUNITY Market: <u>TRANSIT</u>	Market Code: <u>100</u>
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INITIALS _____

Local AE: Jeff Rossman Alt AE: _____ PO #: _____
Design: _____ Booking Type: Guaranteed

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INITIALS _____

Daily GRPs: 0 Inv Item: 1440 Qty: 25 Tax: 0.00

Service Dates: 11/21/22-11/19/23 - 13 cycles

Bonus King (Advertising Space)

Investment Per
Company #: 742 Serv Period: \$0.00 Market: COMMUNITY Market Code: 100
Local AE: Jeff Rossman Alt AE: _____ PO #: _____
Design: _____ Booking Type: Space Available Bonus
Daily GRPs: 0 Inv Item: 9103 Qty: 9 Tax: 0.00

Service Dates: 11/21/22-11/19/23 - 13 cycles

Bonus Tail (Advertising Space)

Investment Per
Company #: 742 Serv Period: \$0.00 Market: COMMUNITY Market Code: 100
Local AE: Jeff Rossman Alt AE: _____ PO #: _____
Design: _____ Booking Type: Space Available Bonus
Daily GRPs: 0 Inv Item: 9137 Qty: 6 Tax: 0.00

Service Dates: 11/21/22-11/19/23 - 13 cycles

Bonus Skytails (Double Decker) (Advertising Space)

Investment Per
Company #: 742 Serv Period: \$0.00 Market: COMMUNITY Market Code: 100
Local AE: Jeff Rossman Alt AE: _____ PO #: _____
Design: _____ Booking Type: Space Available Bonus
Daily GRPs: 0 Inv Item: 9194 Qty: 9 Tax: 0.00

Service Dates: 11/21/22-11/19/23 - 13 cycles

Bonus Interiors (Advertising Space)

Investment Per
Company #: 742 Serv Period: \$0.00 Market: COMMUNITY Market Code: 100
Local AE: Jeff Rossman Alt AE: _____ PO #: _____
Design: _____ Booking Type: Space Available Bonus
Daily GRPs: 0 Inv Item: 9115 Qty: 35 Tax: 0.00

Service Dates: 11/21/22-11/19/23 - 13 cycles

KING KONG (Advertising Space)

Investment Per
Company #: 721 Serv Period: \$1,200.00 Market: EVERETT TRANSIT Market Code: 100
Local AE: Jeff Rossman Alt AE: _____ PO #: _____
Design: _____ Booking Type: Guaranteed
Daily GRPs: 0 Inv Item: 1480 Qty: 2 Tax: 0.00

Service Dates: 11/21/22-11/19/23 - 13 cycles

KING (Advertising Space)

Investment Per
Company #: 721 Serv Period: \$675.00 Market: EVERETT TRANSIT Market Code: 100
Local AE: Jeff Rossman Alt AE: _____ PO #: _____
Design: _____ Booking Type: Guaranteed
Daily GRPs: 0 Inv Item: 1460 Qty: 3 Tax: 0.00

Service Dates: 11/21/22-11/19/23 - 13 cycles

INTERIORS (Advertising Space)

Investment Per
Company #: 721 Serv Period: \$200.00 Market: EVERETT TRANSIT Market Code: 100

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INITIALS _____

Local AE: Jeff Rossman Alt AE: _____ PO #: _____
Design: _____ Booking Type: Guaranteed
Daily GRPs: 0 Inv Item: 1440 Qty: 10 Tax: 0.00

Service Dates: 11/21/22-11/19/23 - 13 cycles

Bonus King (Advertising Space)

Company #: 721 Investment Per _____ Serv Period: \$0.00 Market: EVERETT TRANSIT Market Code: 100
Local AE: Jeff Rossman Alt AE: _____ PO #: _____
Design: _____ Booking Type: Space Available Bonus
Daily GRPs: 0 Inv Item: 9103 Qty: 5 Tax: 0.00

Service Dates: 11/21/22-11/19/23 - 13 cycles

Bonus Interiors (Advertising Space)

Company #: 721 Investment Per _____ Serv Period: \$0.00 Market: EVERETT TRANSIT Market Code: 100
Local AE: Jeff Rossman Alt AE: _____ PO #: _____
Design: _____ Booking Type: Space Available Bonus
Daily GRPs: 0 Inv Item: 9115 Qty: 20 Tax: 0.00

Service Dates: 11/21/22-11/19/23 - 13 cycles

Sky Strip (Vinyl)

Company #: 742 Investment Per _____ Serv Period: \$1,830.00 Market: COMMUNITY TRANSIT Market Code: 100
Local AE: Jeff Rossman Alt AE: _____ PO #: _____
Product: New Vinyl / Flex Order Description: Paid Production Qty: 3
Rate Per Unit: 610.00 Freight: 0.00 Tax: 187.58 Inv Item: 5006

Service Dates: 11/20/22

KONG WITH HEADLINERS (Vinyl)

Company #: 742 Investment Per _____ Serv Period: \$2,070.00 Market: COMMUNITY TRANSIT Market Code: 100
Local AE: Jeff Rossman Alt AE: _____ PO #: _____
Product: New Vinyl / Flex Order Description: Paid Production Qty: 3
Rate Per Unit: 690.00 Freight: 0.00 Tax: 212.18 Inv Item: 1515

Service Dates: 11/20/22

Bonus King (Vinyl)

Company #: 742 Investment Per _____ Serv Period: \$1,600.00 Market: COMMUNITY TRANSIT Market Code: 100
Local AE: Jeff Rossman Alt AE: _____ PO #: _____
Product: New Vinyl / Flex Order Description: Paid & Bonus Production
Qty: 20 Rate Per Unit: 80.00 Freight: 0.00 Tax: 164.00 Inv Item: 9103

Service Dates: 11/20/22

INTERIORS (Vinyl)

Company #: 742 Investment Per _____ Serv Period: \$780.00 Market: COMMUNITY TRANSIT Market Code: 100
Local AE: Jeff Rossman Alt AE: _____ PO #: _____
Product: New Vinyl / Flex Order Description: Paid & Bonus Production
Qty: 60 Rate Per Unit: 13.00 Freight: 0.00 Tax: 79.95 Inv Item: 1440

Service Dates: 11/20/22

Bonus Tail (Vinyl)

Investment Per _____ MARKET: COMMUNITY

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INITIALS _____

Company #: 742 Serv Period: \$300.00 Market: TRANSIT Market Code: 100
 Local AE: Jeff Rossman Alt AE: _____ PO #: _____
 Product: New Vinyl / Flex Order Description: Bonus Production Qty: _____
6 Rate Per Unit: 50.00 Freight: 0.00 Tax: 30.75 Inv Item: 9137
Service Dates: 11/20/22

Bonus Skytails (Double Decker) (Vinyl)

Investment Per COMMUNITY
 Company #: 742 Serv Period: \$1,440.00 Market: TRANSIT Market Code: 100
 Local AE: Jeff Rossman Alt AE: _____ PO #: _____
 Product: New Vinyl / Flex Order Description: Bonus Production Qty: _____
9 Rate Per Unit: 160.00 Freight: 0.00 Tax: 147.60 Inv Item: 9194
Service Dates: 11/20/22

INSTALL (Commercial)

Investment Per COMMUNITY
 Company #: 742 Serv Period: \$803.00 Market: TRANSIT Market Code: 100
 Local AE: Jeff Rossman Alt AE: _____ PO #: _____
 Product: Install Fee Description: Installation Qty: _____
1 Rate Per Unit: 803.00 Freight: 0.00 Tax: 0.00 Inv Item: 1420
Service Dates: 11/20/22

KING KONG (Vinyl)

Investment Per _____
 Company #: 721 Serv Period: \$2,550.00 Market: EVERETT TRANSIT Market Code: 100
 Local AE: Jeff Rossman Alt AE: _____ PO #: _____
 Product: New Vinyl / Flex Order Description: Paid Production Qty: 2
 Rate Per Unit: 1275.00 Freight: 0.00 Tax: 249.90 Inv Item: 1480
Service Dates: 11/20/22

Bonus King (Vinyl)

Investment Per _____
 Company #: 721 Serv Period: \$640.00 Market: EVERETT TRANSIT Market Code: 100
 Local AE: Jeff Rossman Alt AE: _____ PO #: _____
 Product: New Vinyl / Flex Order Description: Paid & Bonus Production
 Qty: 8 Rate Per Unit: 80.00 Freight: 0.00 Tax: 62.72 Inv Item: 9103
Service Dates: 11/20/22

INTERIORS (Vinyl)

Investment Per _____
 Company #: 721 Serv Period: \$390.00 Market: EVERETT TRANSIT Market Code: 100
 Local AE: Jeff Rossman Alt AE: _____ PO #: _____
 Product: New Vinyl / Flex Order Description: Paid & Bonus Production
 Qty: 30 Rate Per Unit: 13.00 Freight: 0.00 Tax: 38.22 Inv Item: 1440
Service Dates: 11/20/22

INSTALL (Commercial)

Investment Per _____
 Company #: 721 Serv Period: \$358.00 Market: EVERETT TRANSIT Market Code: 100
 Local AE: Jeff Rossman Alt AE: _____ PO #: _____
 Product: Install Fee Description: Installation Qty: _____
1 Rate Per Unit: 358.00 Freight: 0.00 Tax: 0.00 Inv Item: 1420
Service Dates: 11/20/22

Sky Strip (Vinyl)

Investment Per COMMUNITY

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INITIALS _____

Company #: 742

Serv Period: \$1,830.00

Market: TRANSIT

Market Code: 100

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INITIALS

Local AE: Jeff Rossman Alt AE: _____ PO #: _____
 Product: New Vinyl / Flex Order Description: Copy Change/Paid Production
 Qty: 3 Rate Per Unit: 610.00 Freight: 0.00 Tax: 187.58 Inv Item: 5006
Service Dates: 05/22/23

KONG WITH HEADLINERS (Vinyl)

Investment Per _____ COMMUNITY
 Company #: 742 Serv Period: \$2,070.00 Market: TRANSIT Market Code: 100
 Local AE: Jeff Rossman Alt AE: _____ PO #: _____
 Product: New Vinyl / Flex Order Description: Copy Change/Paid Production
 Qty: 3 Rate Per Unit: 690.00 Freight: 0.00 Tax: 212.18 Inv Item: 1515
Service Dates: 05/22/23

KING (Vinyl)

Investment Per _____ COMMUNITY
 Company #: 742 Serv Period: \$1,600.00 Market: TRANSIT Market Code: 100
 Local AE: Jeff Rossman Alt AE: _____ PO #: _____
 Product: New Vinyl / Flex Order Description: Copy Change/Paid Production
 Qty: 20 Rate Per Unit: 80.00 Freight: 0.00 Tax: 164.00 Inv Item: 1460
Service Dates: 05/22/23

Bonus Skytails (Double Decker) (Vinyl)

Investment Per _____ COMMUNITY
 Company #: 742 Serv Period: \$1,440.00 Market: TRANSIT Market Code: 100
 Local AE: Jeff Rossman Alt AE: _____ PO #: _____
 Product: New Vinyl / Flex Order Description: Copy Change/Paid Production
 Qty: 9 Rate Per Unit: 160.00 Freight: 0.00 Tax: 147.60 Inv Item: 9194
Service Dates: 05/22/23

Bonus Tail (Vinyl)

Investment Per _____ COMMUNITY
 Company #: 742 Serv Period: \$300.00 Market: TRANSIT Market Code: 100
 Local AE: Jeff Rossman Alt AE: _____ PO #: _____
 Product: New Vinyl / Flex Order Description: Copy Change/Paid Production Qty: _____
6 Rate Per Unit: 50.00 Freight: 0.00 Tax: 30.75 Inv Item: 9137
Service Dates: 05/22/23

INSTALL (Commercial)

Investment Per _____ COMMUNITY
 Company #: 742 Serv Period: \$724.00 Market: TRANSIT Market Code: 100
 Local AE: Jeff Rossman Alt AE: _____ PO #: _____
 Product: Install Fee Description: Copy Change/Install Fee
 Qty: 1 Rate Per Unit: 724.00 Freight: 0.00 Tax: 0.00 Inv Item: 1420
Service Dates: 05/22/23

KING KONG (Vinyl)

Investment Per _____ MARKET: EVERETT TRANSIT Market Code: 100
 Company #: 721 Serv Period: \$2,550.00 Alt AE: _____ PO #: _____
 Local AE: Jeff Rossman Description: Copy Change/Paid Production
 Product: New Vinyl / Flex Order Qty: 2 Rate Per Unit: 1275.00 Freight: 0.00 Tax: 249.90 Inv Item: 1480
Service Dates: 05/22/23

KING (Vinyl)

Investment Per _____ MARKET: EVERETT TRANSIT Market Code: 100
 Company #: 721 Serv Period: \$640.00 Alt AE: _____ PO #: _____
 Local AE: Jeff Rossman

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INITIALS _____

Product: New Vinyl / Flex OrderDescription: Copy Change/Paid ProductionQty: 8Rate Per Unit: 80.00Freight: 0.00Tax: 62.72Inv Item: 1460**Service Dates:** 05/22/23**INSTALL (Commercial)**Company #: 721

Investment Per

Serv Period: \$319.00Market: EVERETT TRANSITMarket Code: 100Local AE: Jeff RossmanAlt AE: PO #: Product: Install FeeDescription: Copy Change/Install FeeQty: 1Rate Per Unit: 319.00Freight: 0.00Tax: 0.00Inv Item: 1420**Service Dates:** 05/22/23**Special Provisions:**

Lamar will provide (9) Kings, (6)Tails, (9)Sky Tails, and (35) Interiors on Community Transit. And (5) Kings & (20) Interiors on Everett Transit as Space Available Bonus for up to 52weeks over contract term. Customer is responsible for production cost of bonus display(s).

Note - One scheduled Copy Change for all bus products for both markets. No copy change for interiors.

Investment Schedule

Year	Invoice Date	Service Period	Total Investment
2022	11/20/2022	11/20	\$13,933.90
	11/21/2022	11/21-12/18	\$7,975.00
	12/19/2022	12/19-01/15	\$7,975.00
2023	01/16/2023	01/16-02/12	\$7,975.00
	02/13/2023	02/13-03/12	\$7,975.00
	03/13/2023	03/13-04/09	\$7,975.00
	04/10/2023	04/10-05/07	\$7,975.00
	05/08/2023	05/08-06/04	\$7,975.00
	05/22/2023	05/22	\$12,527.73
	06/05/2023	06/05-07/02	\$7,975.00
	07/03/2023	07/03-07/30	\$7,975.00
	07/31/2023	07/31-08/27	\$7,975.00
	08/28/2023	08/28-09/24	\$7,975.00
	09/25/2023	09/25-10/22	\$7,975.00
	10/23/2023	10/23-11/19	\$7,975.00

* Custom Invoicing Date

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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

Administrative Officer of the Advertiser and is authorized to execute this contract on behalf of Advertiser.
(Officer/Title)

BY: _____
ACCOUNT EXECUTIVE: Jeff Rossman

SNOHOMISH HEALTH DISTRICT

CUSTOMER/ADVERTISER

DATE: _____

COMPANY: Pierce Co - Lakewood/Tacoma

BY: _____

(signature above)

CUSTOMER/ADVERTISER SIGNED BY: _____

(print name above)

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

DATE: _____

THE LAMAR COMPANIES

BY: _____

GENERAL MANAGER: Neal Gatherum

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INITIALS _____

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Additional Terms and Conditions of Advertising Display Contract

1. The terms "Advertiser" and "Advertising Agency" shall mean and refer to the firms or individuals so designated on the face page of this contract, and "Advertiser" shall include the contracting Advertising Agency, if any. "Lamar" shall mean and refer to The Lamar Companies, its successors and assigns and any affiliated company having a contract with the Authority. "Authority" shall mean and refer to the public agency or authority having jurisdiction over the public transit vehicles and facilities on which the advertising materials are to be displayed.
2. If Advertiser or Advertising Agency undertakes to provide any artwork or production for the Display, same shall be delivered to Lamar at least ten (10) days prior to start date to allow Lamar reasonable opportunity to incorporate same into and complete installation of the Display, and any loss of service due to failure of Advertiser or Advertising Agency to make timely delivery shall be the loss of Advertiser or Advertising Agency.
3. If this contract is a renewal contract, Advertiser or Advertising Agency agree to pay the billing rate set out in the previous contract for billing periods extending beyond the expiration of the previous contract term until the start date set out in this contract.
4. The text and illustrations on each Display shall be subject to approval or disapproval by Lamar and by each Authority on whose units the Display will be posted and such decision shall be final. In the event the Authority or its representatives shall disapprove of any Display, Lamar shall have the right to remove the Display forthwith and the Advertiser or Advertising Agency shall receive a pro rata credit (space only) from the date of removal of the Display.
5. Lamar accepts this contract subject to all federal, state and municipal laws and regulations with respect to the advertising matter to be displayed ("Laws"). In the event that such advertising Display becomes illegal or a request is received to terminate the Display for violation of Laws, Lamar reserves the right to terminate same, but there shall be no short rate charge because of such termination.
6. Advertiser or Advertising Agency grants to Lamar for the term of this contract, and any renewal thereof by Advertiser or Advertising Agency, an irrevocable license to use the Display, such license to commence on completion of installation. Upon expiry of the license, Advertiser or Advertising Agency agrees that Lamar can dispose of the Display.
- ~~7. It is understood and agreed that this contract may not be canceled by Advertiser or Advertising Agency without prior written consent of an Officer of Lamar. Lamar reserves the right to cancel this contract at any time upon default by the Advertiser or Advertising Agency in the payment of bills or other breach, or in the event of any material violation on the part of the Advertiser or Advertising Agency of any of the conditions herein contained; and upon such cancellation, all unpaid charges for advertising done hereunder, including short term rates or other charges under this contract shall become immediately due and payable. In case of delinquency in payment, waiver by Lamar of any specific breach of this contract by the Advertiser or Advertising Agency shall not prejudice Lamar's rights hereunder with respect to any breach or breaches not specifically waived by Lamar.~~
7. Advertiser may terminate this Contract for its convenience at any time by giving Lamar thirty days written notice thereof. Upon receipt of said notice, Lamar shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. Advertiser shall pay Lamar its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Lamar to affect such termination. Thereafter, Lamar shall have no further claims against the Advertiser under this Contract.
If Lamar fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, Advertiser may give Lamar written notice of such default. If Lamar does not cure such default or provide a plan to cure such default which is acceptable to the Advertiser within the time permitted by the Advertiser, then the Advertiser may terminate this Contract due to Lamar's breach of this Contract.
8. Execution of this contract does not constitute an extension of credit by Lamar to Advertiser or Advertising Agency. In the event Advertiser or Advertising Agency applies for credit, the terms, representations and conditions of the credit application are incorporated into this agreement. Upon credit approval by Lamar, all payments under this contract will be due in advance every four weeks. A late payment charge of 1.5% per month (18% per annum), or the maximum amount allowed by law, whichever is less, shall be charged to and paid by Advertiser or Advertising Agency on any amount remaining unpaid after 30 days from a given invoice date. Advertiser or Advertising Agency agrees to pay all taxes applicable to this contract. In addition, Advertiser acknowledges and agrees that no payment made to the Advertising Agency shall constitute satisfaction of a payment obligation under this contract unless and until Lamar actually receives said payment.
9. If this contract is placed with a collection agency or an attorney for collection, Advertiser or Advertising Agency shall pay Lamar's collection fees and reasonable attorney fees, even though no suit or action is filed. If a suit or action is filed, the amount of such reasonable attorney fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided, and shall include an amount estimated by the court as the reasonable costs and fees to be incurred in collecting any monetary judgment or enforcing any other order entered in the suit or action.
10. Failure to make any payment as herein provided shall, at Lamar's option, be deemed a complete and fundamental breach by Advertiser or Advertising Agency of this contract, and upon any such failure the full amount of the remaining installments shall immediately become due and payable, and in the event of failure to make payment thereof on demand, Lamar is authorized, but not obligated, to take possession of the Display and to remove the Display from any or all of the spaces covered by this contract, to relet the spaces or any of them for the whole or any part of the unexpired term of this contract to such person or persons and upon such terms and conditions as Lamar may determine, to collect and receive the income or rent therefrom, to apply the income or rent so received from such reletting, first to Lamar's costs of replacing the Display (including, but not limited to, costs incurred for design, artwork, selling, producing, and installing the replacement display), and to apply the balance thereof to satisfaction of any amounts which may then be due to Lamar from Advertiser or Advertising Agency under this contract.
11. Advertiser or Advertising Agency shall indemnify and save harmless Lamar against any liability to which Lamar may be subjected by reason of the advertising material displayed under this contract, including, but not limited to, liability for infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, as well as all reasonable costs, including attorney's fees, in defending any such action or actions.
12. Lamar will not be deemed to be in default with respect to its performance of or compliance with any of the terms or conditions of this advertising display contract if the failure to perform or comply is due to any act of God, armed conflict, riots, civil commotion, sabotage, vandalism, strikes or lockouts or any other event or cause, whether similar or dissimilar to the foregoing, beyond the control of Lamar.
13. This contract is not assignable by the Advertiser or Advertising Agency.
14. Any bill rendered to the Advertiser or Advertising Agency shall be conclusive as to the correctness of the items therein set forth and shall constitute an account stated unless written objection is made thereto by the Advertiser or Advertising Agency within thirty (30) days after billing.
15. Advertiser and Advertising Agency, if any, are jointly and severally responsible for payment under this contract. This contract contains the entire agreement between parties, and no representation or promise not set forth herein shall affect the obligations of the parties hereunder.
16. The Advertising Agency, if any, represents and warrants that it is authorized to execute this contract on behalf of the Advertiser and to legally bind the Advertiser to the payment and performance of the obligations provided in this contract.
17. Advertiser and Advertising Agency agree that Lamar makes no express or implied promise or commitment that Display will be posted on any specific unit or that Display will be posted on a unit that travels on any specific route.
18. Advertiser warrants that all approved designs to not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend,

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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, including but not limited to any claims for false or misleading advertising, of any copy displayed pursuant to this contract.

19. Debarment and Suspension. Lamar certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. If Lamar is unable to certify to any of the statements in this contract, they shall attach an explanation to this contract.
20. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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