THE LAMAR COMPANIES
CONTRACT

Lamar - AC Transit
5650 Imhoff Dr. Suite K
Concord CA 94520
PHONE: (925)373-1900
FAX: (916)244-0342

Date: **6/17/2021**
New/Renewal: **NEW**

Contract No. **3636700**

Customer Name: **SAN LEANDRO UNIFIED SCHOOL DISTRICT**
Street Address:
Mailing Address: **835 E. 14TH STREET SUITE 200**
City: **SAN LEANDRO** St: **CA** Zip: **94577**
Phone: **(510)667-6202** Fax:
Total Camp. Invest.: **$20,200.00**

Advertiser: **SAN LEANDRO UNIFIED SCHOOL DISTRICT**
Cust A/C #: **720479-0** Nat'l/Local: **LD**
Term: **4 Weeks** Service Date: **7/4/2021**
Contact Person: **Keziah Moss**
Campaign:
Email: **kmoss@slusd.us**

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.

KING (Advertising Space)

Company #: 739 | Investment Per Billing Period: $14,015.00 | Market: AC TRANSIT | Market Code: 100
Local AE: Tricia Conwell | Alt AE: | PO #:
Design: | Booking Type: Guaranteed
Daily GRPs: 0 | Inv Item: 1460 | Qty: 40 | Tax: 0.00

Service Dates:	07/05/21-08/01/21 - 1 cycles

KING (Vinyl)

Company #: 739 | Investment Per Billing Period: $2,600.00 | Market: AC TRANSIT | Market Code: 100
Local AE: Tricia Conwell | Alt AE: | PO #:
Product: New Vinyl / Flex Order | Description: Vinyl
Qty: 40 | Rate Per Unit: 65.00 | Freight: 0.00 | Tax: 240.50 | Inv Item: 1460

Service Dates:	07/04/21

Bonus Queen (Advertising Space)

Company #: 739 | Investment Per Billing Period: $0.00 | Market: AC TRANSIT | Market Code: 100
Local AE: Tricia Conwell | Alt AE: | PO #:
Design: | Booking Type: Space Available Bonus
Daily GRPs: 0 | Inv Item: 9101 | Qty: 40 | Tax: 0.00

Service Dates:	07/05/21-08/01/21 - 1 cycles

Bonus Queen (Vinyl)

Company #: 739 | Investment Per Billing Period: $2,400.00 | Market: AC TRANSIT | Market Code: 100
Local AE: Tricia Conwell | Alt AE: | PO #:
Product: New Vinyl / Flex Order | Description: Vinyl

Qty: 40 Rate Per Unit: 60.00 Freight: 0.00 Tax: 222.00 Inv Item: 9101

Service Dates:	07/04/21

INSTALL (Commercial)

Company #: 739 Investment Per Billing Period: $722.50 Market: AC TRANSIT Market Code: 100

Local AE: Tricia Conwell Alt AE: PO #:

Product: Install Fee Description: Install Fee

Qty: 1 Rate Per Unit: 722.50 Freight: 0.00 Tax: 0.00 Inv Item: 1420

Service Dates:	07/04/21

Special Provisions:

Lamar to provide 40 Queens on a space available bonus basis for up to 4 weeks over the contract term. Customer is responsible for production costs of bonus displays.

Investment Schedule

Year	Period	Total Investment
2021	7/4	$6,185.00
	7/5-8/1	$14,015.00
* 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

Director of Community Engagement of the Advertiser and is authorized to execute this contract on behalf of Advertiser.

(Officer/Title)

BY: PConwell

ACCOUNT EXECUTIVE: Tricia Conwell

SAN LEANDRO UNIFIED SCHOOL DISTRICT

CUSTOMER/ADVERTISER

DATE: Jun 21, 2021

COMPANY: Lamar - AC Transit

BY:

(signature above)

CUSTOMER/ADVERTISER SIGNED BY: Keziah Moss

(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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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.
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, 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.

