Clear Channel Outdoor

SALES CONTRACT

ACCOUNT EXECUTIVE

Rich Satumbaga
RichSatumbaga@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC

555 12th Str, Suite 950
Oakland, CA 94607

ORDER #1122994-OAK

San Leandro Unified School District - Enrollment Drive 2021 - 07/05/2021

ADVERTISER

San Leandro Unified School District (#292910)
835 E 14th St Ste 200
San Leandro, CA 94577-3767

BILL TO

San Leandro Unified School District (#292910)
835 E 14th St Ste 200
San Leandro, CA 94577-3767

SAN FRANCISCO

Product	Display	Start Week	4-Week Periods	4-Week Rate	Price
Poster	#**002445** - E 14th St NS 150ft W/O 136th Av F/E - 1 - 10'5" x 22'8"	6/28/2021	1.0	$1,000.00	$1,000.00
Digital Bulletin	#**006021** - I-880 WS .5 Mi S/O I-238 F/N - 14' x 48'	7/5/2021	0.5	$6,500.00	$3,250.00
Digital Bulletin	#**006022** - I-880 WS .5 Mi S/O I-238 F/S - 14' x 48'	7/5/2021	0.5	$6,500.00	$3,250.00
Transit Shelter	#**701362** - Washington Ave ES 30ft S/O Lewelling Blvd F/N - 2 - 67" x 46"	7/5/2021	1.0	$300.00	$300.00
Transit Shelter	#**701382** - Lewelling Blvd NS 130ft W/O Tropic Ct F/W - 2 - 67" x 46"	7/5/2021	1.0	$300.00	$300.00
Transit Shelter	#**701402** - Washington Ave ES 85ft N/O Fargo Ave F/N - 2 - 67" x 46"	7/5/2021	1.0	$300.00	$300.00
Transit Shelter	#**701421** - Washington Ave WS 440ft S/O Floresta Blvd F/N - 1 - 67" x 46"	7/5/2021	1.0	$300.00	$300.00
Transit Shelter	#**701432** - Washington Ave WS 125ft N/O Chapman Rd F/S - 2 - 67" x 46"	7/5/2021	1.0	$300.00	$300.00
Transit Shelter	#**701522** - Doolittle Dr WS 65ft N/O Polvorosa Ave F/S - 2 - 67" x 46"	7/5/2021	1.0	$300.00	$300.00
Transit Shelter	#**701562** - East 14th St WS 75ft S/O Cornwall Way F/S - 2 - 67" x 46"	7/5/2021	1.0	$300.00	$300.00
Transit Shelter	#**701592** - Wicks Blvd WS 110ft S/O Manor Blvd F/S - 2 - 67" x 46"	7/5/2021	1.0	$300.00	$300.00

Product	Display	Start Week	4-Week Periods	4-Week Rate	Price
Transit Shelter	#**701612** - Wicks Blvd WS 100ft S/O Burkhart Ave F/S - 2 - 67" x 46"	7/5/2021	1.0	$300.00	$300.00
Transit Shelter	#**701661** - Doolittle Dr WS 210ft S/O Davis St F/N - 1 - 67" x 46"	7/5/2021	1.0	$300.00	$300.00
Transit Shelter	#**701662** - Doolittle Dr WS 210ft S/O Davis St F/S - 2 - 67" x 46"	7/5/2021	1.0	$300.00	$300.00
Transit Shelter	#**701871** - East 14th St WS 95ft S/O Bayfair Dr F/N - 1 - 67" x 46"	7/5/2021	1.0	$300.00	$300.00
Transit Shelter	#**701881** - East 14th St WS 100ft N/O Fairmont Dr F/N - 1 - 67" x 46"	7/5/2021	1.0	$300.00	$300.00
Transit Shelter	#**701942** - E 14th St NS 55ft N/O 159th Ave F/NW - 2 - 67" x 46"	7/5/2021	1.0	$300.00	$300.00
Transit Shelter	#**704502** - E 14th St WS 60ft S/O 163rd Ave F/E -2 - 67" x 46"	7/5/2021	1.0	$300.00	$300.00

COMMENTS

Production is for 15 TS ($100Per) + 1 Poster ($150).

CONTRACT TOTAL

Service Cost	$12,000.00
Production	$1,650.00
TOTAL	$13,650.00

TERMS & CONDITIONS

1. DEFINED TERMS. As used in this Contract, these terms shall have the meanings set forth below:
"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
"Campaign" shall mean the advertising campaign described in the Sales Contract.
"CC Portal" shall mean the software utilized by Clear Channel and authorized Customers to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
"Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
"Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Sales Contract.
"Confidential Information" shall mean any information relating to or disclosed to Customer arising from or in connection with any and all pricing information for this Contract.
"Contract" shall mean the applicable Sales Contract, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
"Customer" shall mean the advertiser and any agency or buying service named in the Sales Contract.
"Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Sales Contract.
"Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.
"Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
"Sales Contract" shall mean the Contract for Advertising by and between Clear Channel and the Customer setting forth the terms and conditions of the Campaign.
"Sign" or "Signs" shall mean the sign or signs identified in the Sales Contract for the placement of the advertising for the Campaign.

2. PAYMENT

a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Sales Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
d. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
e. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccobilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
f. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER

a. Customer represents and warrants to Clear Channel that
(1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content placed on Sign or Signs, shall comply with all applicable federal, state and local laws and regulations,
(2) Customer is the rightful owner or licensee of the advertising content and the advertising content (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
(3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
(4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL

a. Clear Channel, at its sole discretion, may reject or remove any advertising material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's rejection or removal is with good reason, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
b. Subject to Clear Channel's right to remove posted copy, all approved Advertising Materials, shall be posted, installed and maintained by Clear Channel or its designee in accordance with the terms of the Sales Contract.
c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report, (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Sales Contract.
d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the display date specified in the Sales Contract and commence billing on the date copy is fully displayed.
f. For non-digital Signs, illumination will only be provided if Illumination is indicated on the Sales Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.
g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 TAXES

Clear Channel shall pay all personal property taxes attributable to the Signs and Customer, to the extent not exempt, shall be responsible for all other federal, state and local taxes in respect of this Contract.

4. CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed).
b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.
c. If Customer requests within 60 days after the last date of the display of the Printed Advertising Materials, Clear Channel shall return any Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any copy instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for digital bulletins, 400x840 pixels for digital posters, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.
b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal, by providing the Customer with a password to the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.
c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs by Customer, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion revoke Customer's password and shut down its access to the CC Portal.

4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any copy instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4 ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.5 CHANGE OUT OF ADVERTISING MATERIALS.

Customer may request replacement advertising copy change outs subsequent to the initial advertising copy. Clear Channel may charge Customer for any work associated with complying with Customer's request for replacement advertising copy change outs as part of the advertising services provided by Clear Channel to Customer.

4.6 RIGHTS AND OBLIGATIONS

The provision of advertising services by Clear Channel to Customer does not transfer any ownership rights of any advertising structure. Customer acknowledges and agrees that no lease or license shall arise from the provision of advertising services.

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Sales Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed as a consequence of the loss of use of a Sign or Signs.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. INDEMNIFICATION AND HOLD HARMLESS

Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Clear Channel's display of Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.

8. GENERAL

a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Sales Contract.

c. Customer agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of Clear Channel other than by or to its employees or agents who must have access to such Confidential Information to perform Customer's obligations hereunder.

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel. When there is any inconsistency between the Sales Contract and any other terms of this Contract then the Sales Contract shall prevail.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Sales Contract.

g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.

SIGNATURES

SAN LEANDRO UNIFIED SCHOOL DISTRICT	**CLEAR CHANNEL OUTDOOR, LLC**
Keziah Moss (Jun 17, 2021 15:17 PDT)	
Signature	*Signature*
Keziah Moss	
Name	*Name*
Jun 17, 2021	
Date	*Date*