

**BILL NO. 29-14**

**ORDINANCE NO. 2161**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF WARRENTON, MISSOURI AND THE LAMAR COMPANIES FOR BILLBOARDS**

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WARRENTON MISSOURI, AS FOLLOWS:

SECTION I: That the Mayor is hereby authorized to execute on behalf of the City of Warrenton a contract with The Lamar Companies for billboards. A copy of said contract is attached hereto as Exhibit "A" and made a part hereof by reference.

SECTION II. If any section, subsection, sentence, clause, phrase or portion of this amendment is for any reason held invalid or unconstitutional by a judgment of a court of competent jurisdiction, as to which not further appeal right exists, such portion shall be deemed separate, distinct and independent provision and such holding shall not affect the validity or remaining portions hereof.

SECTION III. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION IV. This Ordinance shall take effect and be in full force from and after passage and approval thereof.

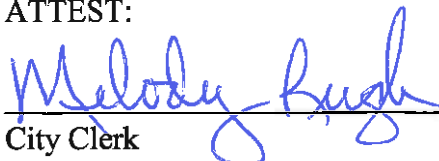
READ TWO TIMES AND PASSED by the Board of Aldermen of the City of Warrenton, Missouri, this 6<sup>th</sup> day of May, 2014.

  
\_\_\_\_\_  
President of the Board of Aldermen

APPROVED BY THE MAYOR of the City of Warrenton, Missouri, this 6<sup>th</sup> day of May, 2014.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

**THE  COMPANIES**  
**CONTRACT**

Hannibal  
16 Chester Road  
Hannibal MO 63401  
PHONE: (573)248-1801  
FAX: (573)248-1803

Date: 4/30/2014  
New/Renewal: **RENEWAL**

Contract No. **2164632**

Customer Name: **CITY OF WARRENTON**  
Street Address:  
Mailing Address: **200 W BOONESLICK RD**  
City: **WARRENTON** St: **MO** Zip: **63383-1915**  
Phone: **(636)456-3535** Fax: **(636)456-8135**

Advertiser: **CITY OF WARRENTON**  
Cust A/C #: **228484-1** Nat'l/Local: **LD**  
Term: Service Date: **6/1/2014**  
Contact Person: **Michelle Schlienther**  
Campaign:  
Email: **mschlienther@warrenton-mo.org**

**Bulletins Seq # 1**

Company #: 281 Investment Per Billing Period: \$650.00 Market: **FORISTELL** Market Code: 70  
Local AE: VRH1739-Vernon House Alt. AE: \_\_\_\_\_ PO #: \_\_\_\_\_  
Design: \_\_\_\_\_ Imprint: \_\_\_\_\_  
Daily GRPs: 0 # Spaces: 1

Panel	Market	Location	Size	Illum	Service Dates	# Billing Periods	Invest Per Billing Period
30301	FORISTELL	I-70 6/10 MILES E/O FORISTELL EXIT 203	14' 0" X 48' 0"	Yes	06/01/14-05/31/15	12	\$650.00

**Bulletins Seq # 2**

Company #: 281 Investment Per Billing Period: \$440.00 Market: **WARRENTON** Market Code: 81  
Local AE: VRH1739-Vernon House Alt. AE: \_\_\_\_\_ PO #: \_\_\_\_\_  
Design: \_\_\_\_\_ Imprint: \_\_\_\_\_  
Daily GRPs: 0 # Spaces: 1

Panel	Market	Location	Size	Illum	Service Dates	# Billing Periods	Invest Per Billing Period
40026	WARRENTON	I-70 3.4 MI W/O HWY 47	14' 0" X 48' 0"	Yes	06/01/14-05/31/15	12	\$440.00

- THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY -

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: \_\_\_\_\_  
ACCOUNT EXECUTIVE

COMPANY: Hannibal

CITY OF WARRENTON

CUSTOMER/ADVERTISER

DATE: 5-6-14

BY: Jerry Dyer  
(signature above)

CUSTOMER/ADVERTISER SIGNED BY: Jerry DYER  
(print name above)

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

DATE: \_\_\_\_\_

THE LAMAR COMPANIES

BY: \_\_\_\_\_

GENERAL MANAGER

### STANDARD CONDITIONS

#### I. General Conditions

- 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.
- 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.
- 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.
- 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.
- 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 1½% per month. In 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.
- This contract, all pages, 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.

#### II. Bulletin Conditions

- 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.
- Lamar reserves the right to reject or withdraw any copy, either before or after posting. Lamar further reserves the right to terminate the

INITIALS \_\_\_\_\_

2164632 CUST 228484

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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:**

**Special Provisions:**

**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 solidio 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>6/1/2014</u>	Invoice End Date: <u>5/31/2015</u>
Inv. Routing: <u>Customer</u>	Inv. Exception: <u>Not Set</u>
Product Code: <u>90 - Tourism - Chambers of Commerce</u>	Split Billing: _____
Nat'l Contract No: _____	Political: _____
Multi-Mkt Selling AE: _____	P.O.P: _____
Sales Manager: _____	