

## **AGENDA ITEMS**

March 19, 2013

Subject: Lamar Advertising

Department: City Manager

This lease with Lamar Advertising is for billboards located north and south of Nevada on the I-49 corridor. Funding for these billboards flows from the revenues generated by the city's hotel and motel tax collected for the purpose of promoting tourism in the city.

**BILL NO. 2013-015**

**ORDINANCE NO.**

**A SPECIAL ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, APPROVING CONTRACTS WITH LAMAR OUTDOOR ADVERTISING FOR BILLBOARD ADVERTISING.**

**WHEREAS**, the City has contracted with Lamar Outdoor advertising for billboard advertising on two signs in Vernon County, and

**WHEREAS**, said advertising has been beneficial to the community's efforts to attract tourism and is an effective use of a portion of the City's Tourism Fund budget, and

**WHEREAS**, the City has been presented with a contract to renew the advertising agreements for the two signs, copies of which are attached and made a part of this ordinance,

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Nevada, Missouri, as follows:

**Section 1.** The agreement attached hereto as Exhibit A, and incorporated herein by reference, are approved as contractual obligations of the City of Nevada, Missouri.

**Section 2.** The City Manager is hereby authorized and directed to pay for the services specified in the contract upon satisfactory delivery of said services, without further action of the City Council.

**Section 3.** The Mayor and City Clerk are hereby authorized and directed to execute said agreements on behalf of the City of Nevada, Missouri, and to affix the municipal seal thereto and attest same.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Nevada, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Brian L. Leonard, Mayor

(seal)  
ATTEST:

\_\_\_\_\_  
Beverly Baker, City Clerk

**THE  COMPANIES**  
**CONTRACT**

Joplin  
 751 South Malang Road  
 Joplin MO 64804  
 PHONE: (417)623-7920  
 FAX: (417)623-1655

Date: **3/7/2013**  
 New/Renewal: **RENEWAL**

Contract No. **1912947**

Customer Name: **CITY OF NEVADA**

Advertiser: **IMPACT NEVADA TOURISM**

Street Address:

Cust A/C #: **232314-1**

Nat'l/Local: **LD**

Mailing Address: **110 S Ash St**

Term: **13 - 4 week cycles**

Service Date: **3/4/2013**

City: **Nevada**

St: **MO** Zip: **64772-3117**

Contact Person:

Phone: **(417)448-2700**

Fax: **(417)448-2707**

Campaign:

Email:

**Bulletins Seq # 1**

Company #: 285 Investment Per Billing Period: \$350.00 Market: NEVADA Market Code: 3  
 Local AE: CGO8487-Gene Ortner Alt. AE: PO #:  
 Design: Imprint:  
 Daily GRPs: 0 # Spaces: 2

Panel	Market	Location	Size	Illum	Service Dates	# Billing Periods	Invest Per Billing Period
2023	NEVADA	HWY 71 .25 MI N/O HIGHLAND AVE WS NF (T)	10' 0" X 32' 0"	Yes	03/04/13-03/02/14	13	\$200.00
3815	NEVADA	US 71 S/O NEVADA @ MILO ES SF, CL/RD	12' 0" X 24' 0"	Yes	03/04/13-03/02/14	13	\$150.00

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INITIALS: \_\_\_\_\_

Contract No.: 1912947

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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 media buyer of the Advertiser and is authorized to execute this contract on behalf of Advertiser.

BY: \_\_\_\_\_  
ACCOUNT EXECUTIVE: Gene Ortner

CITY OF NEVADA  
\_\_\_\_\_  
CUSTOMER/ADVERTISER  
DATE: \_\_\_\_\_

COMPANY: Joplin

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: Tim Ketchum

**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: \_\_\_\_\_

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 solido 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: 3/4/2013

Invoice End Date: 3/2/2014

Inv. Routing: Customer

Inv. Exception: Not Set

90 - Tourism - Chambers of

Product Code: Commerce

Split Billing: \_\_\_\_\_

Nat'l Contract No: \_\_\_\_\_

Political: \_\_\_\_\_

Co-op: \_\_\_\_\_

Multi-Mkt Selling AE: \_\_\_\_\_

P.O.P. \_\_\_\_\_

Sales Manager: \_\_\_\_\_