



NEW RENEWAL

P.O. BOX 331 • THE DALLES, OREGON 97058 • 541-296-9684 • FAX 541-296-1855

ORDER AND AGREEMENT FOR BULLETIN DISPLAY

This Order and Agreement (hereinafter "Agreement") is effective on the date signed by Meadow Outdoor Advertising, (hereinafter "Meadow") after acceptance by Client/Agency. Client/Agency does hereby authorize and instruct Meadow to produce in good and workmanlike manner and to maintain the outdoor display described below at the price per month indicated on this Agreement. Client/Agency agrees to pay for the advertising space per the terms of this Agreement. This Agreement provides for 36 (thirty-six) continuous months of advertising commencing on the first day of the month following the installation of the advertising display, (subject to the provisions of Paragraph 1 of the Standard Conditions/Exhibit A, and plus the pro-rata payment described below), or if this is a renewal Agreement on August 1, 2019 Meadow will notify Client/Agency in writing of the date of installation, and Client/Agency agrees to pay for the advertising displayed from the date of installation to the first day of the first full calendar month of the term on a pro-rata basis calculated using a thirty (30) day month. Each monthly payment is due and payable in advance on or before the first day of each calendar month. Charges from the date of installation to the first day of the first full calendar month of the term shall be separately billed to and paid by Client/Agency.

CLIENT/AGENCY City of Newport ADVERTISER Discover Newport

Table with 4 columns: DESCRIPTION OF LOCATION, CLASSIFICATION, SIZE OF DISPLAY AREA, RATE PER MONTH. Row 1: Salem L#10179, Illuminated, 12.5' x 40', 1st Yr. \$1,869.00 (net). Row 2: I-5 WL .2 mi. N/O, SMARTLINK, 12.5' x 40', 2nd Yr. \$1,963.00 (net). Row 3: Talbot Rd. Exit 242, SMARTLINK, 12.5' x 40', 3rd Yr. \$2,062.00 (net). Row 4: Panel B North Facing, SMARTLINK, 12.5' x 40', 3rd Yr. \$2,062.00 (net).

Meadow will provide one artwork design, initial vinyl production and initial installation at no cost for a 12 month term, with elements that have been provided by the Client/Agency. See provision #2 of the Standard Conditions/Exhibit A for design and production charge information.

This Agreement will continue on a month-to-month basis after the term stated above unless Client/Agency or Meadow provides written notice of non-renewal by certified mail with postage pre-paid and return receipt requested at least 60-days prior to the end of the term. Non-renewal of this agreement or termination of this agreement or a month-to-month continuance shall be accomplished by either party giving the other a 60-day written notice by certified mail with postage pre-paid and return receipt requested of termination to be made effective at the end of a full billing cycle. In the event a renewal of this Agreement is signed, prior to the end of the term above stated, then there will be no month-to-month continuance of this Agreement, but instead the renewal Agreement will go into effect on the date indicated. In the event that any portion of the monthly payments due hereunder are designated as having been "pre-paid," the following shall apply: (1) absent a default under the terms of the agreement such prepaid amounts will only be applied to months so designated and will not be applied to other monthly payments or other obligations due under the agreement; (2) in the event of default of terms of the agreement, such pre-paid amounts may be applied to any and all sums owing under the terms of the agreement at the sole discretion of Meadow.

Client/Agency hereby contracts for the outdoor advertising services described above upon the terms set forth above and on PAGE 2/EXHIBIT A which Client/Agency hereby acknowledges and confirms receipt of by executing in the space provided below.

PRINT OR TYPE ALL SPACES EXCEPT SIGNATURE LINES

AGENCY DIRECT

MEADOW SALESPERSON Brad Parsons
SALES OFFICE
ADDRESS P.O. Box 331 CITY The Dalles
STATE OR ZIP 97058 PHONE 541-296-9684
EMAIL ADDRESS meadow@meadowoutdoor.com

ACCEPTED: CLIENT/AGENCY City of Newport

SIGNATURE [Signature] DATE 7-19-19

Spencer R. Nebel TITLE City Manager (PRINT NAME)

This contract is not binding on Meadow until accepted by the General Manager:

ACCEPTED: MEADOW OUTDOOR ADVERTISING

BY [Signature] DATE 7-22-2019
CHARIS SUBIN TITLE GM

(ENTER ADDRESS TO WHICH INVOICES SHOULD BE SENT) ADDRESS Attn: Melanie Nelson; 169 SW Coast Hwy CITY Newport STATE OR ZIP 97365 PHONE 541-574-0603 FAX 541-574-3355

ALT. PHONE/EMAIL 541-574-0605 EMAIL ADDRESS n.clark@newportoregon.gov

(REV 9.1.18)

RECEIVED JUL 22 2019

## STANDARD CONDITIONS/EXHIBIT A

IT IS AGREED THAT THE FOLLOWING PROVISIONS ARE INCORPORATED INTO AND MADE PART OF THIS CONTRACT BY REFERENCE.

1. By signing this agreement, the Client/Agency is solely responsible for and agrees to furnish print ready design material or artwork for the proper execution of a new bulletin display. Material shall be furnished by the Client/Agency within fifteen (15) days from the date of acceptance of this Agreement by Meadow. If design materials in sufficient quantity has not been supplied by the fifteenth (15) day from acceptance of contract, Meadow may elect to commence billing thirty (30) days, or any day thereafter, from the date of the acceptance of this Agreement by Meadow. Meadow may also elect to bill Client/Agency from said thirtieth (30) day, or any day after the thirtieth (30) day for untimely delays by Client/Agency to approve prepared artwork. The billing date shall then become the commencement date of this Agreement unless otherwise stipulated on the face of this Agreement. If a specific commencement date is stipulated for a new bulletin display, that date shall be the billing commencement date regardless of the date artwork is received. If this is a renewal agreement, billing shall continue as stipulated in the Agreement regardless of the actual reprint date, if any.
2. Upon receipt of design materials from Client/Agency, one (1) initial artwork design will be prepared for customer approval. The first revision to the initial artwork is free; subsequent revisions will be billed at \$66.00 each. The rate per month includes 1 (one) vinyl production and installation per twelve (12) month contract term. Client can purchase additional vinyl productions and installs at current Meadow rate card. Extensions and tack-on prices will be quoted upon request. All vinyl, extensions and tack-ons produced or installed by Meadow shall become the property of Meadow. Extensions are unique for each application and cannot be reused for subsequent vinyls. Extensions supplied by Meadow are guaranteed for replacement for one year. Vinyls supplied by Meadow are guaranteed for replacement for one year.
3. Upon completion of each display, Meadow shall bill Client/Agency in advance for the rate per month thereof in equal monthly amounts. Each payment shall be due and payable on the first (1st) day of each calendar month. Any pro-rata amount due for the advertising from the date of installation to the beginning of the first (1st) full calendar month of the term shall be separately billed to and paid by Client/Agency. Time is of the essence in the payment of charges due from Client/Agency hereunder. ~~In the event payment is not received within ninety (90) days after the due date, Meadow may in addition to the amount due, assess a late charge equal to 5% of the unpaid amount, and the unpaid amount shall accrue interest at the rate of 48% per annum, computed from the due date until the date of payment is received by Meadow.~~ Production pro-rata payments are subject to the same payment terms. Client/Agency shall pay in full any unpaid pro-rata production before a transfer or resale is offered.
4. Any payment not made within ninety (90) days of the date due will constitute default in this Agreement. Should Client/Agency default on any of the payments when due hereunder, Meadow, in addition to its other available remedies, will be entitled to discontinue service on the bulletin covered by this Agreement without further notice, and set it to other advertisers. Meadow may elect to remove the Client/Agency copy from the bulletin and install Meadow self-promoting copy such as "Advertise-Here" in order to facilitate the sale of the advertising space to other advertisers. In the event of default by Client/Agency, in addition to any other remedies available to Meadow hereunder, Meadow may elect to bill Client/Agency for the balance of the rate charges for the period covered by this Agreement. In that event, Meadow's damages shall be the difference between the rates charged for the balance of the period, less any amounts actually recovered by Meadow through resale of the bulletin to other advertisers. ~~In addition, a charge equal to 20% of the Agreement amount shall be added and billed to Client/Agency to cover Meadow's anticipated administrative expenses and other costs in re-selling the bulletin.~~
6. If any advertising location specified in this Agreement is lost during the term of this Agreement, Meadow may, subject to the approval of Client/Agency, provide Client/Agency with a replacement location of at least equal advertising value. In the event Meadow determines that a suitable location is not readily available, Meadow shall have the option to terminate this Agreement. In the event of any temporary loss of service, this Agreement shall be extended beyond the termination date herein provided for a period of time equal to the time of the loss of service. The parties agree that such extended service shall be equal in value to any credit that may otherwise be due to Client/Agency. All prorated charges and credits are to be computed on the basis of a thirty (30) day month.
5. Illuminated bulletins are to have Standard Illumination (Dusk to Midnight). Illumination past midnight can be provided at an additional charge. Credit will be granted for temporary loss of illumination, in the amount of 15% of the prorated daily space rate for each day illumination is not provided. Credit will be granted for the time period beginning with the date Meadow receives written notification of illumination loss from Client/Agency, to the date that the illumination has been restored/repaid.
7. In the event Meadow, for whatever reason, is unable to deliver any portion of the service called for in this Agreement, Meadow may, as its option, eliminate that service from this Agreement and credit Client/Agency for that portion of the service not delivered. If Meadow, for whatever reason, wishes to terminate this Agreement, Meadow may do so by removing the display and prorating the fees involved to Client/Agency up to the day before the day the display was removed.
8. Meadow reserves the right at any time, either before or after printing or painting, to censor, reject or withdraw any advertising copy under this Agreement. Client/Agency or Customer each agree to defend, indemnify and save Meadow harmless from any and all loss, liability, claims and demands arising out of the character, contents, and subject matter of any copy displayed pursuant to this Agreement, which duty of indemnification shall include defense of Meadow by legal counsel reasonably acceptable to Meadow at the sole cost and expense of the Client/Agency or Customer. This duty of indemnification will survive any termination of this Agreement.
9. Any delay by Meadow in the performance of this Agreement as a result of the acts of God, force majeure or other cause beyond the control of Meadow, including but not limited to strike, work stoppage, picketing, damage or other action by a labor organization or employee thereof, shall not constitute a ground for cancellation. In the event service is lost as a result of the foregoing, Client/Agency's sole remedy hereunder will be an appropriate credit for the time of extended service as provided in Paragraph 5 of this Agreement.
10. This Agreement represents the entire Agreement between the parties. No modification of this agreement will be valid unless in writing and signed by the parties. Meadow shall not be bound by any promises, representations or agreements not expressly incorporated herein.
11. Failure of either party at any time to require performance of any provision of this Agreement, shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.
12. Neither the rights nor the duties of the Client/Agency herein may be assigned or delegated without the prior written consent of Meadow first had obtained. Subject to the foregoing, this Agreement, at Meadow's option, shall be binding upon the heirs, representatives, successors, and assigns of the parties hereto.
13. Advertisers shall be responsible to Meadow for any attorney fees Meadow incurs for the purpose of enforcing the terms of this Agreement, whether or not Meadow institutes litigation. In the event either party institutes litigation to enforce or recover damages under this Agreement, it is agreed that the prevailing party shall be entitled to recover, at trial and on appeal and review, in addition to amounts ordered by the court and any damages due hereunder, reasonable attorney fees and court costs.
14. Client/Agency agrees to perform this Agreement in The Dalles, Wasco County, Oregon, by making payment on the same to the office of Meadow Outdoor Advertising, in person at 1201 Bargeway Road, or mailed to P.O. Box 331, The Dalles, Oregon, 97058.
15. This Agreement shall be interpreted in accordance with the laws of the State of Oregon. The jurisdiction and venue for any action arising out of this Agreement, shall be in the Circuit Court in and for Wasco County, Oregon and both parties waive the right to change venue to any other location by motion or otherwise.
16. Unless otherwise stipulated on the face of this Agreement, no discounts or commissions of any kind may be deducted by the Advertiser, his Agents or Advertising Agencies.
17. If this Agreement is signed by an Advertising Agency, either on behalf of the actual Advertiser or in addition to the actual Advertiser, the term "Advertiser" as used herein shall include both the actual Advertiser and the Advertising Agency where applicable, and all obligations of the Advertiser hereunder shall be the joint and several obligations of both the actual Advertiser and the Advertising Agency.
18. Advertiser and/or Advertising Agency warrant and represent that the person signing this Agreement has been authorized to enter into this Agreement and bind Advertiser and/or Advertising Agency to the terms hereof pursuant to all requisite corporate or other business entity action. Advertiser and/or Advertising Agency agree that, upon any action by Meadow performed in reliance on this Agreement, Advertiser and/or Advertising Agency are deemed to have waived any claim that this Agreement is invalid by reason of lack of authority of the person or persons whose signatures appear on this Agreement.
18. This Agreement may not be cancelled, terminated, or vacated by Client/Agency for any reason, whatsoever.
20. Client/Agency shall not collect from the actual Advertiser any amount greater than the rate per month shown on the face of this Agreement for the advertising space covered by this Agreement. Client/Agency agrees that such greater amount collected shall be delivered by Client/Agency to Meadow forthwith upon completion.
21. The parties hereto agree to conduct transactions by electronic means and this agreement and other agreements between the parties may be executed by providing an electronic signature under the terms of the Uniform Electronic Transaction Act, ORS 84.001 et. seq. and such agreements may not be denied legal effect solely because they are in electronic form or permit the completion of the business transaction referenced herein electronically instead of in person.

(REV 8.1.18)

### GUARANTEE:

The individual whose name appears below by affixing his/her signature hereby guarantees prompt payment and performance of all obligations of the company named herein to Meadow Outdoor Advertising. Obligations as used herein shall include any bulletin display order and Agreement entered into by Client/Agency and Meadow Outdoor Advertising prior to or after the date of this guarantee. If the company defaults in the payment of any such indebtedness or obligation, the individual guarantor or guarantors will pay to Meadow Outdoor Advertising on demand the amount due. Said guarantor or guarantors shall also pay to Meadow Outdoor Advertising on demand, reasonable attorney's fees and all costs and other expenses incurred by it in collecting or compelling any indebtedness of company guaranteed hereunder or enforcing this guarantee against the guarantor or guarantors. This is a continuing guarantee. Notice of acceptance is waived. This guarantee shall remain in full force and effect and will terminate only on the satisfaction of each and every obligation of the business under its agreement with Meadow Outdoor Advertising.

Guarantor \_\_\_\_\_

Date \_\_\_\_\_