

Laredo Transit
 5543 E Hwy 359
 Laredo, TX 07804
 Phone: 956-723-4152
 Fax: 956-723-2509



CONTRACT # 2860140

Date: 8/30/2017
 New/Renewal: NEW
 Account Executive: Rose Gutierrez
 Phone: 956-723-4152

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	299719-2
Name	HAROLD DEVALLY
Address	304 LAFAYETTE 9901 McPherson Suite #102
City/State/Zip	LAREDO, TX 78041
Contact	HAROLD
Email Address	
Phone #	
Fax #	
P.O./ Reference #	
Advertiser/Product	WEBB COUNTY CONSTABLE PUBLIC MESSAGES
Campaign	

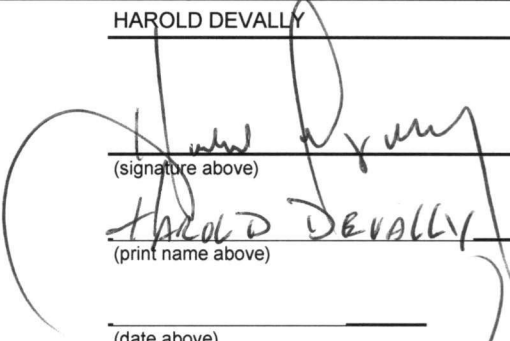
Space										
# of Panels: 5								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
TBD (5)	019-LAREDO, TX	TBD		Shelter			09/18/17-09/16/18	13	\$500.00	\$6,500.00
Total Space Costs:									\$6,500.00	

Special Considerations: Promo- No production fee for 5 shelters with a monthly promotional rate of \$100.00 ea per month

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in 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 Lamar all contracted 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 Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Constable (Officer/Title) of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	HAROLD DEVALLY
Signature:	 (signature above)
Name:	HAROLD DEVALLY (print name above)
Date:	 (date above)

THE LAMAR COMPANIES	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
<u>Rose Gutierrez</u> ACCOUNT EXECUTIVE: Rose Gutierrez	<u>[Signature]</u> GENERAL MANAGER	<u>9/8/2017</u> DATE

STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.

2. Copyright/Trademark: 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.



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3. **Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. **Service Interruptions:** 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 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. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, 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.
5. **Entire Agreement:** 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.
6. **Copy Acceptance:** 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 remove any copy either before or after installation, including immediate termination of this contract.
7. **Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. **Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
9. **Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. **Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. **Bulletin Enhancements:** 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. The basic fabrication charge is for a maximum 12 months.
12. **Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.





2 shelters

Map Icon	Label	Panel#	TAB ID	Media/Style	Facing	H x W	*Weekly Impressions	Illum.
	1	40119	30650687	Shelter / Standard Dome Roof	West	5' 5" x 3' 8"	29434	YES

Location: 215 CALLE DEL NORTE (WEST AD-BOX) OUTER

	2	40198	30780561	Shelter / Standard Dome Roof	East	5' 5" x 3' 8"	34194	YES
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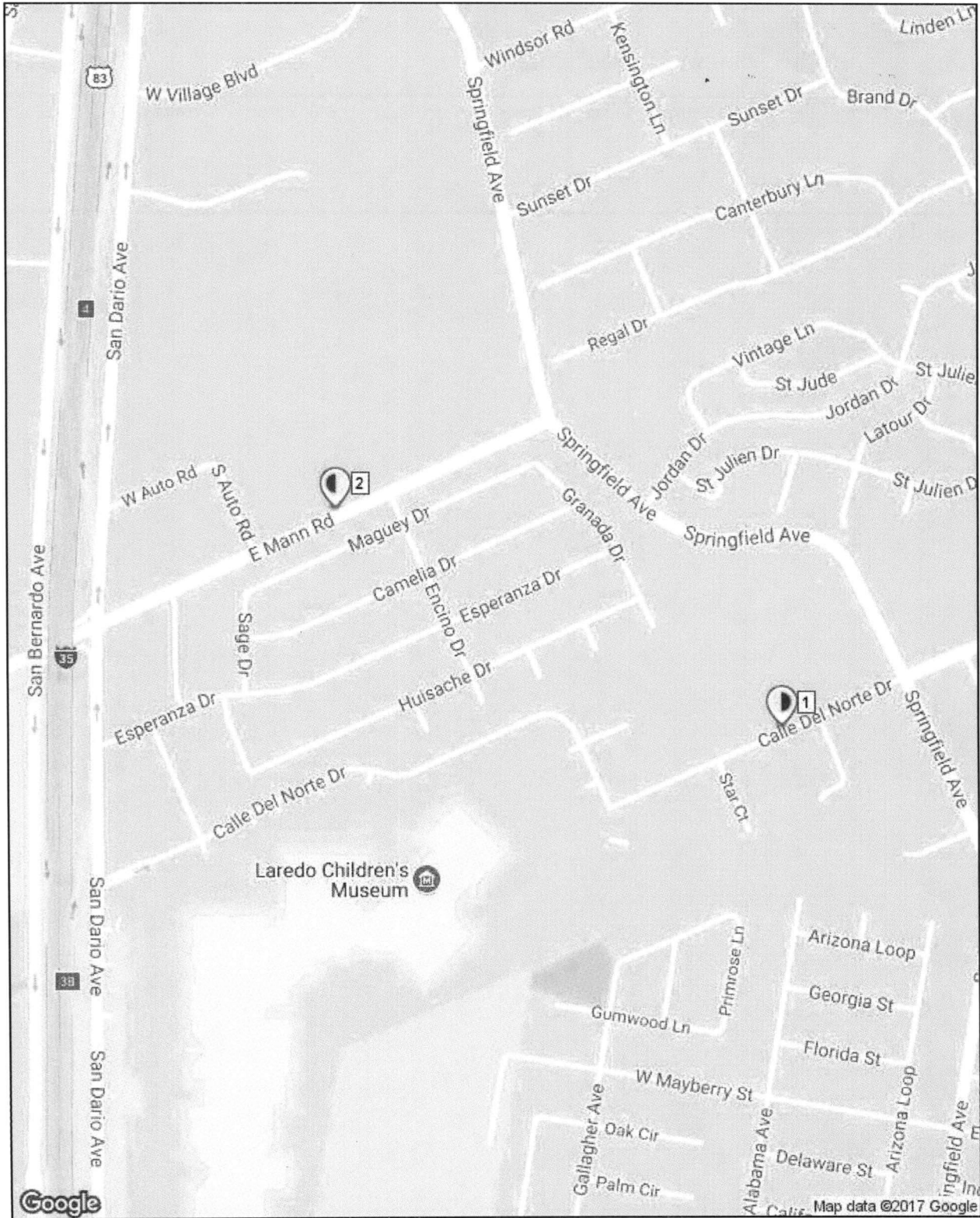
Location: 500 E Mann Rd @ Old Dr's Hospital East Box Outer

Total Weekly Impressions: 63628

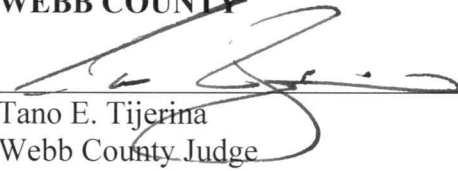
LAMAR

2 shelters

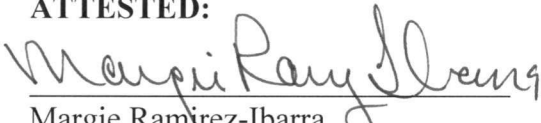
Map #1



WEBB COUNTY


Tano E. Tijerina
Webb County Judge
Date: _____

ATTESTED:


Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:


Alexandra Colessides-Solis

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On October 23, 2017; Item No.8e.