

Richmond
10531 Trade Court
North Chesterfield, VA 23236
Phone: 804-794-7000
Fax: 804-794-1816



CONTRACT # 4380978

Date: 11/16/2023
New/Renewal: NEW
Account Executive: Nicholas Lynch
Phone: 804-794-7000

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	679633-0
Name	CITY OF RICHMOND DEPT. OF PUBLIC UTILITI
Address	730 E. BROAD ST, 6TH FLOOR
City/State/Zip	RICHMOND, VA 23219
Contact	Rhonda Johnson
Email Address	rhonda.johnson@richmondgov.com
Phone #	(804) 646-5463
Fax #	
P.O./ Reference #	
Advertiser/Product	CITY OF RICHMOND DEPT. OF PUBLIC UTILITI
Campaign	Richmond DPU 2024

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
Vinyl	038 Richmond, VA	Two EcoFlex		12/04/23	1	\$2,350.00	\$2,350.00
Poster Flex	038 Richmond, VA	Five PosterFlex		12/04/23	1	\$875.00	\$875.00
Total Production/Other Services Costs:							\$3,225.00

Space										
# of Panels: 21								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
320 399600	038-RICHMOND, VA	CHAMBERLAYNE AVE .2 N/O I-64/I-95 EXIT, F/N #2	No	Poster	10' 6" x 22' 9"		12/04/23-06/16/24	7	\$850.00	\$5,950.00
327 399611	038-RICHMOND, VA	2500 NORTH LOMBARDY ST, #2 F/N	No	Poster	10' 6" x 22' 9"		12/04/23-06/16/24	7	\$500.00	\$3,500.00
1082 399034	038-RICHMOND, VA	3505 JEFFERSON DAVIS HWY .5 mi N/O BELLS RD, #3 F/S	Yes	Poster	10' 6" x 22' 9"		12/04/23-06/16/24	7	\$650.00	\$4,550.00
1294 399100	038-RICHMOND, VA	3700 HULL ST F/W #1	No	Poster	10' 6" x 22' 9"		12/04/23-06/16/24	7	\$500.00	\$3,500.00
1348 399123	038-RICHMOND, VA	5335 MIDLOTHIAM TURNPIKE F/E #1	Yes	Poster	10' 6" x 22' 9"		12/04/23-06/16/24	7	\$650.00	\$4,550.00
2600 30637629	038-RICHMOND, VA	7204 BROOK RD .5 MI N/O HILLARD RD, F/N	Yes	Digital Poster	10' 0" x 21' 0"		12/04/23-06/16/24	7	\$1,147.00	\$8,029.00
9300 30606659	038-RICHMOND, VA	LABURNUM AVE @ RIR/FAIRGROUNDS F/E	Yes	Digital Poster	10' 0" x 21' 0"		12/04/23-06/16/24	7	\$1,190.00	\$8,330.00
30002 30916616	038-RICHMOND, VA	W/S 2206 WESTWOOD AVE S/O HAMILTON ST #2, F/NE	Yes	Digital Poster	10' 0" x 21' 0"		12/04/23-06/16/24	7	\$1,500.00	\$10,500.00
80092 30493682	038-RICHMOND, VA	E/S I-95 @ 2900 DEEPWATER TERM. RD F/S	No	Perm Bulletin	14' 0" x 48' 0"		12/04/23-06/16/24	7	\$500.00	\$3,500.00
90045 30720024	038-RICHMOND, VA	S/S I -64 .4 MI. W/O LABURNUM AVE. Exit, F/W	Yes	Digital Bulletin	12' 0" x 40' 0"		12/04/23-06/16/24	7	\$3,060.00	\$21,420.00
91341 400433	038-RICHMOND, VA	N/S I-64 @ 5TH ST. BRIDGE F/SW #1	Yes	Perm Bulletin	14' 0" x 48' 0"		12/04/23-06/16/24	7	\$2,500.00	\$17,500.00
320 399600	038-RICHMOND, VA	CHAMBERLAYNE AVE .2 N/O I-64/I-95 EXIT, F/N #2	No	Poster	10' 6" x 22' 9"		06/17/24-06/30/24	1	\$425.00	\$425.00
327 399611	038-RICHMOND, VA	2500 NORTH LOMBARDY ST, #2 F/N	No	Poster	10' 6" x 22' 9"		06/17/24-06/30/24	1	\$250.00	\$250.00
1082 399034	038-RICHMOND, VA	3505 JEFFERSON DAVIS HWY .5 mi N/O BELLS RD, #3 F/S	Yes	Poster	10' 6" x 22' 9"		06/17/24-06/30/24	1	\$325.00	\$325.00
1294 399100	038-RICHMOND, VA	3700 HULL ST F/W #1	No	Poster	10' 6" x 22' 9"		06/17/24-06/30/24	1	\$250.00	\$250.00
1348 399123	038-RICHMOND, VA	5335 MIDLOTHIAM TURNPIKE F/E #1	Yes	Poster	10' 6" x 22' 9"		06/17/24-06/30/24	1	\$325.00	\$325.00
2600 30637629	038-RICHMOND, VA	7204 BROOK RD .5 MI N/O HILLARD RD, F/N	Yes	Digital Poster	10' 0" x 21' 0"		06/17/24-06/30/24	1	\$573.50	\$573.50
9300 30606659	038-RICHMOND, VA	LABURNUM AVE @ RIR/FAIRGROUNDS F/E	Yes	Digital Poster	10' 0" x 21' 0"		06/17/24-06/30/24	1	\$595.00	\$595.00



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30002 30916616	038-RICHMOND, VA	W/S 2206 WESTWOOD AVE S/O HAMILTON ST #2, F/NE	Yes	Digital Poster	10' 0" x 21' 0"	06/17/24-06/30/24	1	\$750.00	\$750.00
80092 30493682	038-RICHMOND, VA	E/S I-95 @ 2900 DEEPWATER TERM. RD F/S	No	Perm Bulletin	14' 0" x 48' 0"	06/17/24-06/30/24	1	\$250.00	\$250.00
90045 30720024	038-RICHMOND, VA	S/S I -64 .4 MI. W/O LABURNUM AVE. Exit, F/W	Yes	Digital Bulletin	12' 0" x 40' 0"	06/17/24-06/30/24	1	\$1,530.00	\$1,530.00
								Total Space Costs:	\$96,602.50
								Total Costs:	\$99,827.50

Special Considerations:

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 Media Buyer

(Officer/Title)

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

Customer:	<u>CITY OF RICHMOND DEPT. OF PUBLIC UTILITI</u>
Signature:	<u>(signature above)</u>
Name:	<u>(print name above)</u>
Date:	<u>(date above)</u>

THE LAMAR COMPANIES

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

ACCOUNT EXECUTIVE: Nicholas Lynch

GENERAL MANAGER

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.
- 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.





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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.

13. Digital Provisions: Lamar will strive to provide Advertisers with 100% of the time they contract. However, due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss of service. For purposes of determining whether a credit is due, the average number of guaranteed impressions per day will be measured over the duration of the contract, e.g., during a four week contract, the available impressions during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available impressions, then no credit will be due.

14. Customer Supplied Content (iSpots) License and Indemnity Agreement

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.

14(a) - Customer Supplied Content - When Advertiser desires to purchase digital advertising from Lamar featuring images, photographs, graphics, text, data, or other such media ("Customer Supplied Content (CSC)") that will be provided by Advertiser, some of which may be owned and/or provided, directly or indirectly, by a third party (hereinafter "Third Party Customer Supplied Content or Third Party CSC"):

(i) the Advertiser shall be solely responsible to ensure the appropriateness and inoffensive or otherwise innocuous nature of the CSC or Third Party CSC.

(ii) Advertiser acknowledges that Advertiser is solely responsible for acquiring, licensing, and/or purchasing any Third Party CSC and/or has the authority to use and to license CSC and Third Party CSC.

(iii) Advertiser warrants that the CSC and/or Third Party CSC will comply with all applicable local, state and federal laws and regulations.

(iv) Advertiser shall be solely responsible for the truthfulness, accuracy, integrity, and lawfulness of the CSC and/or Third Party CSC.

(v) Advertiser shall defend, cover, indemnify and hold Lamar harmless for all loss, expense or damages, of whatever nature, which may be incurred by Lamar as a result of any claims or actions in connection with Lamar's or Lamar's affiliates and subsidiaries for use of the CSC or Third Party CSC. Claims or Actions shall specifically include but not be limited to the CSC's or Third Party CSC's public appropriateness. The foregoing duty to defend, cover and indemnify shall include, without limitation, a duty to pay any attorneys' fees and other costs of defense incurred by Lamar and its affiliates or subsidiaries.

(vi) Advertiser hereby grants to Lamar a paid up, non-exclusive, royalty-free license to use, reproduce, display, perform and modify the CSC and Third Party CSC, on its digital displays or to adapt the CSC and Third Party CSC for such use. The license granted herein includes the right to prepare works which may be considered derivative works of the CSC and/or Third Party CSC or any intellectual property contained therein. Additionally, Advertiser grants to Lamar such trademark license rights as may be necessary for Lamar to use the CSC and Third Party CSC on its digital displays.



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Type	STANDARD
Order	24000011299
Order Date:	15-MAY-2024 09:13:12
Revision No.:	0
Revision Date:	
Buyer:	Trina Berry

Supplier:	Ship to:	Bill to:
LAMAR COMPANIES 700 Southlake Blvd Richmond, VA 23236	See Below	City of Richmond Department of Finance Accounts Payable PO Box 27545 Richmond, VA 23261

Payment Terms	Freight Terms	FOB
Net 30	Prepaid	DEST
Requester/Deliver to: Anderson, Dalerie T		
Note:		

Line	Supplier Item Number	Description	Qty	UOM	Unit Price	Total
1		DPU Communications-Billboard Advertising Ship To: 730 Broad Street, 6th Floor Richmond, VA 23219 Note:	99827.5	Dollar	1.00	99,827.50
Total						\$ 99,827.50

The above PURCHASE ORDER NUMBER must appear on all Invoices, Delivery Memoranda, Bills of Lading, Packages, and/or Correspondence related to this order. C.O.D.'s and Collect shipments will not be accepted.

NOTICE: The City of Richmond will NOT be held responsible for Finance Charges incurred when the Invoice is NOT sent to the above address or emailed to accountspayable@richmondgov.com. See below for additional terms and conditions.

If you have questions or need assistance regarding payments, changes in items, terms, pricing, shipments, receiving of goods, or invoices, please contact the person in the City Department or Agency who placed the order. Procurement Services is unable to assist you regarding any of these matters.

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....3

1 Purchase Orders Terms and Conditions3

1.1 Purchase Order Terms3

1.2 Compliance with Laws3

1.3 Discount.3

1.4 Employment Discrimination.3

1.5 Forum Choice.3

1.6 Governing Law.3

1.7 Modification.3

1.8 Prompt Payment.3

1.9 Shipping.4

1.10 Taxes.4

Terms and Conditions

1 Purchase Orders Terms and Conditions

1.1 Purchase Order Terms

This order is made pursuant to authority given to the City under Chapter 21 of the Code of the City of Richmond, as amended. If this order is made pursuant to an existing City contract, the terms and conditions of that contract govern this order. If this order is not made pursuant to an existing City contract, the following terms and conditions govern this order:

1.2 Compliance with Laws

The Contractor shall comply with all laws, regulations, and rules applicable to the performance of the contract represented by this order.

1.3 Discount.

If a discount for prompt payment is allowed, the discount period begins on the date of the City's receipt of the goods or services ordered or the date of the City's receipt of a proper invoice, whichever is later.

1.4 Employment Discrimination.

If the amount of this order is greater than \$10,000, the provisions of section 21-70 of the Code of the City of Richmond are incorporated by reference into this order.

1.5 Forum Choice.

Any legal proceeding arising from this order must be brought and maintained only in the Circuit Court of the City of Richmond, Virginia.

1.6 Governing Law.

This order, its performance, and any dispute arising thereunder are governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws principles

1.7 Modification.

No substitution, change, or deviation from the specifications contained in or incorporated into this order will be made unless the City cancels this order and issues a replacement order.

1.8 Prompt Payment.

Payment by the City is due no later than 45 days after the City's receipt of the goods or services ordered or 45 days after the City's receipt of a proper invoice, whichever is later.

1.9 Shipping.

Unless otherwise stated in this order, all prices are net F.O.B. Destination with transportation charges prepaid.

1.10 Taxes.

The City is exempt from the State Sales and Use Tax on tangible personal property purchased or leased for its use or consumption and will provide a certificate of exemption upon request.

Signatures	
Buyer	Supplier
(Authorized Representative Signature)	(Authorized Representative Signature)
Name	Name
(Title)	(Title)
(Date)	(Date)