



4898 S. Quarterline Road
Muskegon, MI 49444

p: 231-733-7679
f: 231-733-7629
w: www.lamar.com

February 26, 2014

Mr. Robert Lukens
Muskegon County CVB
610 West Western Avenue
Muskegon, MI 49440-1345

Re: Contract No. 2119045 - Muskegon County CVB

Dear Mr. Lukens:

Enclosed is a copy of your signed contract(s), please retain this for your records; should there be any inquiries, discrepancies and so on. The customer number assigned to you will make the process faster and easier in responding to any questions pertaining to your account with us.

Thank you for your time, patience, and business. If there are any questions, or if you should need any additional help, please contact the following persons at (877) 811-6522. Our hours are Monday through Friday 8 a.m. to 5 p.m.

Sincerely,

Maritza Cribley
Office Manager

For Account Information:
Maritza Cribley, Office Manager

General Manager:
Mark Mattison

THE  COMPANIES
CONTRACT

Muskegon
P.O. Box 505
Muskegon MI 49443
PHONE: (231)733-7679
FAX: (231)733-7629

Date: 2/20/2014
New/Renewal: **RENEWAL**

Contract No. **2119045**

Customer Name: **MUSKEGON COUNTY CVB**
Street Address:
Mailing Address: **610 W WESTERN AVE**
City: **MUSKEGON** St: **MI** Zip: **49440-1345**
Phone: **(231)724-3103** Fax: **(231)724-1398**
Total Camp. Invest.: **\$1,760.00**

Advertiser: **MUSKEGON COUNTY CVB**
Cust A/C #: **535459-0** Nat'l/Local: **LD**
Term: Service Date: **2/24/2014**
Contact Person: **Robert Lukens**
Campaign:
Email: **lukensro@co.muskegon.mi.us**

Vinyl Seq # 1

Company #: 151	Investment Per Billing Period: \$700.00	Market: MUSKEGON	Market Code: 180
Local AE: FAR3564-Fred Rybik		Alt. AE:	PO #:
Product: New Vinyl / Flex Order		Description: Printing of a 14' x 48' vinly face for board #70140	
Qty: 1	Rate Per Unit: \$700.00	Freight: \$0.00	
Service Dates: 02/24/14			

Commercial Seq # 2

Company #: 151	Investment Per Billing Period: \$250.00	Market: GRAND RAPIDS	Market Code: 2
Local AE: FAR3564-Fred Rybik		Alt. AE:	PO #:
Product: Trip Charge		Description: Out of schedule face change for board #70140	
Qty: 1	Rate Per Unit: \$250.00	Freight: \$0.00	
Service Dates: 02/24/14			

Vinyl Seq # 3

Company #: 151	Investment Per Billing Period: \$560.00	Market: MUSKEGON	Market Code: 180
Local AE: FAR3564-Fred Rybik		Alt. AE:	PO #:
Product: New Vinyl / Flex Order		Description: Printing of a 14' x 40' vinly face for board #2680	
Qty: 1	Rate Per Unit: \$560.00	Freight: \$0.00	
Service Dates: 02/24/14			

Commercial Seq # 4

Company #: 151	Investment Per Billing Period: \$250.00	Market: GRAND RAPIDS	Market Code: 2
Local AE: FAR3564-Fred Rybik		Alt. AE:	PO #:
Product: Install Fee		Description: Out of schedule face change for board #2680	
Qty: 1	Rate Per Unit: \$250.00	Freight: \$0.00	
Service Dates: 02/24/14			

Investment Schedule

Year	Period	Total Investment
2014	2/24	\$1,760.00

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INITIALS: _____

Contract No.: 2119045

PAGE 1 of 3

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: [Signature]
ACCOUNT EXECUTIVE: Fred A. Rybik

MUSKEGON COUNTY CVB

CUSTOMER/ADVERTISER

DATE: 2/24/14

COMPANY: Muskegon

BY: [Signature]

(signature above)

CUSTOMER/ADVERTISER SIGNED BY: Robert Lukens

(print name above)

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

DATE: 2/25/2014

THE LAMAR COMPANIES

BY: [Signature]

GENERAL MANAGER: Mark Mattison

STANDARD CONDITIONS

I. General Conditions

1. 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.
2. 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. 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.
4. 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.
5. 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.
6. 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. Commercial Conditions

1. Initial design copy shall be furnished to Lamar not later than thirty (30) days after the date hereof or as otherwise provided below in the Special Considerations section. If Lamar is requested by Advertiser to submit copy, then copy submitted by Lamar shall be approved or substitute copy shall be furnished by Advertiser within ten (10) days after submission.

INITIALS RML

2. If Lamar is prevented from obtaining the poster paper or producing the commercial painting under this contract, in whole or in part, by causes beyond its control of whatever nature, including but not limited to acts of God, strike, work stoppages or picketing, Lamar, at its option, may terminate this contract or extend it until such time as the cause of its nonperformance is removed.

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: 2/24/14

Robert M. Lukens
 SURETY Signature Above
 Print Name: Robert M. Lukens
MUSKEGON COUNTY CVB
 Address: 610 W. Western Ave
Muskegon, MI 49440

THIS INFORMATION FOR OFFICE USE ONLY			
Invoice Start Date: <u>2/24/2014</u>		Invoice End Date: <u>2/24/2014</u>	
Inv. Routing: <u>Customer</u>		Inv. Exception: <u>Not Set</u>	
	<u>90 - Tourism - Chambers of</u>		
Product Code: <u>Commerce</u>		Split Billing: _____	
Nat'l Contract No: _____	Political: _____	Co-op: _____	
Multi-Mkt Selling AE: _____	P.O.P: _____		
Sales Manager: _____			

INITIALS: _____