

# LOS RIOS COMMUNITY COLLEGE DISTRICT

14115 COMPL

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145  
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PURCHASE ORDER NO 0001081069

7/29 (PP)

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
04/28/2015		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
808788 HARTK GALLARZC	04ADMN	

Vendor: 0000019790  
 CLEAR CHANNEL OUTDOOR  
 401 SLOBE AVE.  
 SACRAMENTO CA 95815

Ship To: FOLSOM LAKE COLLEGE  
 RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630-6798  
 United States

email:

Bill To: 1919 Spanos Court  
 Sacramento CA 95825-3981  
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	DIGITAL BILLBOARD (2606 HWY 50 W) FROM 06/01/15 - 06/07/15	1.00	JOB	1,750.00	1,750.00	05/07/2015

INV: 00434943

REFERENCE QUOTE#: "NEW - A - 71DR- DEBBIE RAMOS"

Sub Total Amount	1,750.00
Sales Tax Amount	0.00
Total PO Amount	1,750.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5890	11	FL.VA.PISO	67100	00000	051C	1,750.00	2015

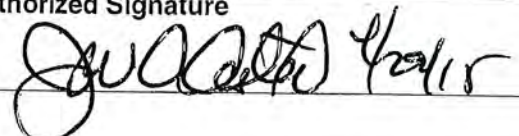
**PAID**  
 7/22/15  
 94-719363  
 \$ 1750.00

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature



Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30  
 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

## LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

### PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.



# Los Rios Community College District

## Requisition

Page \_\_\_\_\_ of \_\_\_\_\_

Pre-PAY

Req. No.	808788
P.O. NO.	

Vendor Code	DATE <u>3/20/15</u>
Approved by / Date	VENDOR <u>Clear Channel Outdoor</u>
Reviewed by / Date	ADDRESS <u>401 Slabe Avenue</u>
Dispatched Method / Date	CITY <u>Sacramento</u> STATE <u>CA</u> ZIP <u>95815</u>
	PHONE <u>916-414-2915</u> FAX _____

DELIVERY INSTRUCTIONS	
<u>04ADMN</u>	
Location Code	<u>PISO</u>
College/District Location	Department
<u>FLC</u>	<u>5/1/15</u>
Division	Date Required

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.					
1	<u>Digital Billboard (2606 Hwy 50 W)</u>	1			1,750.00
2	<u>from 6/1/15 - 6/7/15</u>				
3					
4					
5					
6	*Prepayment required*				
7					
8					
9					
10					
11					
12	<u>Vendor e-mail:</u>				
13	<u>deborahramos@clearchannel.com</u>				

Purchases Charged to Categorical Programs, Grants or Special Projects			Sales Tax	0
This purchase is in compliance with the requirements of _____			Total	1,750.00
Program Name		Project/Grant Number		
Program Director/Coordinator Signature	For grants/special projects			
Program Goal/Objective Number/Explanation				

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

REQUESTED BY: <u>Kristy L. Hart</u>	DATE: <u>3/20/15</u>
TYPED/PRINT	DATE
REQUESTED BY: <u>Kristy L. Hart</u>	DATE: <u>3/20/15</u>
SIGNATURE	DATE
AUTHORIZED: <u>Matthew Subler</u>	DATE: <u>3/25/15</u>
DEAN OR AUTHORIZED SIGNATURE	DATE
APPROVED: <u>Matthew Subler</u>	DATE: <u>3/25/15</u>
VICE PRESIDENT, ADMINISTRATION	DATE

<u>GENFD / 5890 / 11 / FL-VA-PISO</u>				
Bus. Unit	Account	* Fund	Org	
<u>67100</u>	<u>0000</u>	<u>2015</u>	<u>051C</u>	\$ <u>1,750.00</u>
Program	Sub-Class	BY	Proj/Grnt	Amount
/	/	/	/	
Bus. Unit	Account	* Fund	Org	
/	/	/	/	\$
Program	Sub-Class	BY	Proj/Grnt	Amount

**\* Asset Location** - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code \_\_\_\_\_ Dept. \_\_\_\_\_

Building \_\_\_\_\_ Room No. \_\_\_\_\_

Instructions on Reverse









STANDARD TERMS AND CONDITIONS TO CONTRACT FOR DIGITAL DISPLAY ADVERTISING

DEFINITIONS As used in this Contract, these terms shall have the meanings set forth below:

'Acceptable Materials' shall mean all Static Acceptable Materials and Digital Acceptable Materials, as each is defined in Section 4. 'Campaign' shall mean the advertising campaign described in the Order Confirmation. 'CC Portal' shall mean the software utilized by Clear Channel and authorized Customers to serve and deliver Dynamic Content to digital signs. 'Clear Channel' shall mean Clear Channel Outdoor, Inc., a Delaware corporation and its successors and assigns. 'Commencement Date' shall mean the date identified as the commencement date of the Campaign in the Order Confirmation. 'Confidential information' shall mean any information relating to or disclosed to Customer arising from or in connection with any and all pricing information for this Contract. 'Contract' shall mean the applicable Order Confirmation, these terms and conditions and all guidelines expressly referred to here in, all of which may be modified from time to time. 'Customer' shall mean the advertiser and any agency or buying service named in the Order Confirmation. 'Delivery Date' shall mean the date(s) for the delivery of Acceptable Materials as set forth in the Order Confirmation. 'Dynamic Content' shall mean data and information feeds supplied by the Customer, such as sports scores, weather or traffic information. 'Order Confirmation' shall mean the order confirmation by and between Clear Channel and the Customer setting forth the terms and conditions of the Campaign. 'Sign' or 'Signs' shall mean the sign or signs identified in the Order Confirmation for the placement of the advertising for the Campaign.

2. PAYMENT

a. Customer shall pay in advance for all services covered by this Contract unless otherwise expressly agreed in writing. b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice To" Customer at the address set forth in the Order Confirmation, or to the email address provided by Customer if receiving invoices electronically. c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice. d. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 2%, or the highest rate allowed by applicable law, whichever is less. e. If Customer disputes any charges or notices anywhere on an invoice, Customer shall contact Clear Channel via email sent to ccbilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein. f. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER

a. Customer represents and warrants to Clear Channel that: (1) all times hereunder, all advertising material, art or copy furnished by Customer to Clear Channel, and, to the extent applicable, all Dynamic Content placed on Sign or Signs, shall comply with all applicable federal, state and local laws and regulations. (2) if the Customer entering into this Contract is an agency or buying service, it has the right, power and authority to enter into this Contract on behalf of the advertiser and all legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and (3) all persons and entities included within Customer are jointly and severally liable for all obligations of Customer under this Contract regardless of who is billed, except if this Contract is entered into by an agency or buying service as Customer or behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have in the event of a bankruptcy of the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL

a. Clear Channel, at its sole discretion, may reject any advertising material, art or copy, submitted by Customer for any reason. b. Subject to Clear Channel's right to remove poster copy, all approved advertising material, art or copy shall be posted, installed and maintained by Clear Channel or its designee in accordance with the terms of the Campaign. c. Subject to the rights of Customer described in Subsection 5(f) hereof, Clear Channel may require advertising material, art or copy to be removed at any time or ce posted. d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations. e. If Acceptable Materials are timely delivered, Clear Channel shall complete painting, peeling or vinyl installation of the displays no later than 5 working days after the display date specified in the Order Confirmation and commence billing on the date copy is fully displayed. f. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 TAXES. Clear Channel shall pay all personal property taxes attributable to the Signs and Customer shall be responsible for all other federal, state and local taxes in respect of this Contract. 4. CONTENT, PRODUCTION AND DELIVERY

4.1 STATIC ARTWORK AND PRODUCTION MATERIALS

a. 'Static Acceptable Materials' is defined (1) in the case of painting, as the paint in such quality and quantity as specified by Clear Channel and a second or properly proportioned proof or specification, original illustration, dye transfer or other color reproduction of comparable quality, and for the purpose hereof, color transparency shall not be deemed to be acceptable; or (2) in the case of paper or computer generated vinyl, all materials shall be of quality and in quantity as specified in the Production Order contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight, tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Static Acceptable Materials as contemplated under this Contract (but not less than a minimum quantity of any complete set of materials and instructions for every display to be posted or vinyl installed).

b. If this is a new contract (not a renewal), Customer shall deliver Static Acceptable Materials to Clear Channel not less than (1) for painting, 30 days prior to the Commencement Date, or (2) for paper or computer generated vinyl, 10 days prior to such Commencement Date. Clear Channel may require additional time for the delivery of Static Acceptable Materials as required under the circumstances, including, without limitation, if third party approval for the Static Acceptable Materials is required. c. If Customer requests within 60 days after the last date of the display of the Static Acceptable Materials, Clear Channel shall return any Static Acceptable Materials in its possession to Customer at Customer's sole cost and expense. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Static Acceptable Materials at any time after such 60-day period.

4.2 DIGITAL CONTENT PRODUCTION AND REPRODUCTION MATTERS

a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any copy instructions or similar directions, in uncompressed .jpg format, RGB color mode and a 400x1400 pixels for digital billboards, 400x640 pixels for digital posters, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties collectively, the "Digital Acceptable Materials". All Digital Acceptable Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than 72 hours prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 72 hours from execution of this Contract; in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Acceptable Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Acceptable Materials as contemplated under this Contract. b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to feed Dynamic Content through the CC Portal, by providing the Customer with a password to the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law. c. Customer acknowledges and agrees that (1) Clear Channel shall include such fileing technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being saved or delivered to Signs by Customer, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion revoke Customer's password and shut down its access to the CC Portal.

4.3 ARCHIVAL MATERIAL AND RIGHT TO USE

Clear Channel may keep Acceptable Materials as it deems fit for Clear Channel's own internal purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or in internal use.

5. DISRUPTION OF PERFORMANCE LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law. b. Clear Channel shall promptly notify Customer if the lights illuminating a static Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to the value of the lost circulation, which credit shall not exceed 25% of the charges set forth in the Order Confirmation for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law. c. If any Sign selected for inclusion in the Campaign has not yet been deployed by Clear Channel, Customer acknowledges and agrees that Clear Channel has no, and cannot guarantee that such Sign shall be deployed prior to the Commencement Date. If Clear Channel becomes aware that such a Sign shall not be fully operational as of the Commencement Date, Clear Channel shall promptly notify the Customer and, at Clear Channel's option, offer to (1) replace that Sign with a sign of equivalent advertising value, or (2) if possible, delay the Commencement Date to a date on which that Sign would be fully operational. If Customer accepts Clear Channel's offer, the Order Confirmation shall be deemed amended to reflect the terms of such offer. If Customer does not accept Clear Channel's offer, the Sign in question shall be deemed deleted from the Order Confirmation. In no event shall Clear Channel's failure to deliver a to-be-deployed Sign on or before the Commencement Date constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law. d. Except as provided in subsection 5(c) above, if any Sign becomes unavailable for use for any reason whatsoever, including without limitation casualty, government action or order or loss of lease, Clear Channel shall promptly notify the Customer and, at Clear Channel's option, offer to (1) replace that Sign with a sign of equivalent advertising value, or (2) if possible, resume the Campaign on that Sign on a date on which that Sign would be available for use. If Customer accepts Clear Channel's offer, the Order Confirmation shall be deemed amended to reflect the terms of such offer. If Customer does not accept Clear Channel's offer, Clear Channel shall not bill Customer for that Sign for the period from the date on which it became unavailable for use until its use is resumed. In no event shall the loss of use of a Sign constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law. e. If any Sign is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and, at Clear Channel's option, offer to replace that Sign with a sign of equivalent advertising value and same technology. If Customer accepts Clear Channel's offer, the Order Confirmation shall be deemed amended to reflect the terms of such offer. If Customer does not accept Clear Channel's offer, Clear Channel shall not bill Customer for that Sign for the period from the date on which it became unavailable for use. In no event shall the conversion of a Sign constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law. f. If Customer elects to reject Clear Channel's offer under subsections 5(c), (d) or (e) or Clear Channel exercises its right to remove copy, Customer shall be entitled to receive from Clear Channel an amount equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production and delivery to Clear Channel of the Acceptable Materials hereunder which were not displayed as a consequence of the loss of use of a Sign or Signs.



6. TERMINATION

- a. This Contract may be terminated without penalty by either party giving the other party more than 30 days written notice prior to the Commencement Date.
- b. If Customer terminates this Contract other than for cause 30 days or less prior to the Commencement Date, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, the following: (1) if the Contract term is 30 days or less, Customer shall pay Clear Channel the full amount due under this Contract; or (2) if the Contract term is greater than 30 days, Customer shall pay Clear Channel an amount that would have been due and payable to Clear Channel for the first 30 days of the Contract plus 25% of the amount that would have been due over the balance of this Contract.
- c. If Clear Channel terminates this Contract other than for cause 30 days or less prior to the Commencement Date, Clear Channel shall pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Acceptable Materials hereunder which were not displayed.
- d. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract ("Termination") upon material breach by Customer (except for breach of Customer's obligation to deliver Acceptable Materials to Clear Channel as provided below) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. Upon such termination all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, 25% of the remaining amounts that would have been due over the balance of this Contract. If Acceptable Materials have not been received by Clear Channel on or before the date required herein, in addition to the other remedies, Clear Channel may terminate this Contract. If terminated by Clear Channel, Customer shall pay to Clear Channel as liquidated damages, and not as a penalty, an amount calculated by taking the daily rate for the Campaign and multiplying the same by 60 to obtain a rate equivalent to 2 months billings.
- e. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Acceptable Materials hereunder which were not displayed.
- f. To the extent provided by law or as otherwise specified in this Contract, neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. INDEMNIFICATION AND HOLD HARMLESS

Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to Customer's actions or inactions under this Contract. Customer's obligation to defend and indemnify shall include, without limitation, claims for or by reason of actual or alleged breach of contract, violation of privacy, defamation, unlawful competition or trade practice, infringement of any patent, trademark or copyright or disclosure or misuse of a trade secret.

8. GENERAL

- a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.
- b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Order Confirmation.
- c. Customer agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of Clear Channel other than by or to its employees or agents who must have access to such Confidential Information to perform Customer's obligations hereunder.
- d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel. When there is any inconsistency between the Order Confirmation and any other terms of this Contract then the Order Confirmation shall prevail.
- e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.
- f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Order Confirmation.
- g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.