

**CONTRACTED DIRECTLY BY ADVERTISER:**

CONTRACTED DIRECTLY BY ADVERTISER:			
CUSTOMER #		INVOICE	
NAME	County of Sonoma -- Department of Emergency Management		
ADDRESS	2300 County Center Drive, Suite B220		
CITY/STATE/ZIP	Santa Rosa, CA 95403		
CONTACT	Tim Romero		
EMAIL ADDRESS	Tim.romero@sonoma-county.org		
PHONE #	707-565-1152	FAX #	
P.O. #			
ADVRTSR/PROD	Emergency Messages		

[illegible]

Advertiser hereby contracts for the outdoor advertising services described above upon the terms set forth above AND ON PAGE 2 OF 2. Contracts transmitted to Veale Outdoor Advertising via fax machines are to be treated as original contracts and are subject to the terms and conditions below.

Advertiser:	County of Sonoma – Department of Emergency Services		
X Signature:			
X Name:			X Date:
Veale Outdoor Advertising Representative			
Signature:	Name:	Tom Jackson	Date: 7/09/19

<b>FOR INTERNAL USE:</b>		<b>Contract No.</b>		<b>File Name:</b>	
		<b>A/E (s) Name/No.</b>		<b>Selling Branch Address:</b>	
<b>New</b>	<input type="checkbox"/>				
<b>Renewal</b>	<input type="checkbox"/>				
<b>Takeover</b>	<input type="checkbox"/>				
<b>Product/Class Number:</b>		<b>Market Type:</b>			

## DIGITAL BILLBOARD ADVERTISING AGREEMENT - Veale Outdoor Advertising

1. **Rent; Late Charges.** Rent shall be paid to Veale Outdoor Advertising on the first day of each and every rental term hereof; rent for any partial rental term shall be prorated. Advertiser agrees that the late payment of rent or any other monetary obligations hereunder create accounting, collections and other administrative costs which are impractical or extremely difficult to estimate, therefore, as a reasonable effort to estimate and compensate Veale Outdoor Advertising for such costs. Advertiser agrees to pay as liquidated damages, and not as a penalty, a collection and processing charge of six percent (6%) of the payment due if any such payment is not received by Veale Outdoor Advertising with five (5) days of its due date.

2. **Art Work.** Advertiser shall furnish, at its sole expense, approved art work to Veale Outdoor Advertising within thirty (30) days after the date of this Agreement. Should the art work for the display not be received by Veale Outdoor Advertising within said thirty (30) day period, Veale Outdoor Advertising may commence charging rent as specified in herein. Veale Outdoor Advertising reserves the right to reject any copy, pictorial or otherwise, which, in Veale Outdoor Advertising's opinion, is offensive to the moral standards of the community of Sonoma County, or which is false, misleading or deceptive, or which induces a violation of existing laws. Notwithstanding the foregoing, Veale Outdoor Advertising shall assume no responsibility or liability whatsoever for any display which it fails to reject which is deemed to be offensive, misleading, induces a violation of existing laws or otherwise.

3. **Proof of Performance.** Company will provide Advertiser with a proof of performance report within ten (10) business days after the end of each campaign of this contract.

4. **Obligations of Veale Outdoor Advertising.** All approved advertising material or content will be posted or installed by Veale Outdoor Advertising of California, unless Advertiser is given express written consent to post or install advertising material or content after approval of art work as outlined in paragraph 2 above. This express written consent to post or install advertising material or content may be revoked by Veale Outdoor Advertising of California at any time, with or without cause. Veale Outdoor Advertising of California retains exclusive control of the maintenance and operation of the digital billboard and the digital billboard structures on which they are displayed.

5. **Rights to Terminate.** After the Effective Date hereof, this Agreement may not be cancelled by Advertiser under any circumstances prior to the end of the term set forth in the front page of this Agreement. Veale Outdoor Advertising may terminate this Agreement for any one or more of the following reasons:

- (a) Advertiser fails to make payments to Veale Outdoor Advertising as required. In the event Veale Outdoor Advertising terminates or cancels this Agreement for Advertiser's failure to pay sums due to Veale Outdoor Advertising then upon such cancellation, Advertiser shall pay to Veale Outdoor Advertising all sums then due and owing to Veale Outdoor Advertising, plus interest at the maximum rate allowed by law, plus all sums that would have become due and owing for the remainder of the term hereunder;
- (b) If Veale Outdoor Advertising is prevented by any governmental entity having jurisdiction, from maintaining or otherwise having the billboard in question. In the event Veale Outdoor Advertising cancels or terminates this Agreement pursuant hereto, such cancellation shall be effective fifteen (15) days after written notice of such cancellation is given to Advertiser hereunder. In the event Veale Outdoor Advertising cancels or terminates this Agreement due to the actions of a government entity, Advertiser shall only be required to pay Veale Outdoor Advertising rent and other charges which become due prior to the date of such cancellation;
- (c) Veale Outdoor Advertising shall have the right to terminate this Agreement if Advertiser has filed for voluntary or involuntary bankruptcy, a receiver has been appointed for Advertiser, Advertiser is insolvent, or Advertiser has attempted to pay rent with a draft for which Veale Outdoor Advertising has received a Notice of Insufficient Funds to cover the draft, or Advertiser is insolvent;

6. **Deposit.** Advertiser shall pay a non-refundable deposit of the first rental term's rent as good faith earnest money which will be applied to Advertiser's first rental term's rent. However, if Advertiser fails to fulfill its obligation beginning thirty (30) days after the date of this Agreement, then Veale Outdoor Advertising shall have the right to terminate this Agreement under Paragraph 5 herein and retain the deposit as liquidated damages for loss of revenue caused by Advertiser's representations. Advertiser acknowledges that this is a fair and reasonable measure of damages as Veale Outdoor Advertising will then be forced to spend time securing another advertiser.

7. **Attorneys Fees, Costs and Other Charges.** In the event either of the parties hereto makes claim against the other to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive all costs associated with any such claim. Such costs may include, but shall not be limited to, costs of collection, attorneys' fees and all such related costs.

8. **Indemnity.** Veale Outdoor Advertising agrees to hold Advertiser harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from the installation of any display covered by this Agreement, including the place or manner of the installation of the same. Advertiser agrees to hold Veale Outdoor Advertising harmless from any and all claims or demands on account of bodily injury or property damage caused by or resulting from any negligent or willful act of Advertiser with regard to any display authorized by this Agreement, or on account of any allegation that the display is offensive, false, misleading, induces illegal acts or that the use of any name, picture or other material in any display authorized by this Agreement is illegal, unauthorized by this Agreement is illegal, unauthorized or damaging in any way to any person or other legal entity.

9. **Successors and Assigns.** This Agreement may not be assigned or transferred by Advertiser without Veale Outdoor Advertising's prior written consent, which consent shall not be unreasonably withheld.

10. **Force Majeure.** Veale Outdoor Advertising shall not be responsible or liable for any failure or delay in the performance of its undertakings hereunder due to fire, governmental restrictions, strikes, lockouts, acts of God, or any other act or thing beyond its reasonable control.

11. **Invalidity of Any Provision.** If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.

12. **Miscellaneous.** Neither party hereto shall be bound by any agreement or representation, express or implied, not contained herein. Advertiser hereby acknowledges that no representations, agreements, or promises whatsoever have been made to Advertiser other than those specifically stated herein. This contract is the final and complete agreement between the parties hereto, and may not be modified, supplemented, explained or waived except by a modification or amendment reduced to writing and signed by authorized representatives of the Advertiser and Veale Outdoor Advertising. Each person signing this Agreement, on behalf of the respective party represented, warrants that he or she has full authority to do so.