



AdSource
 131 State Street
 Lake Charles, LA 70605
 Phone: (337) 477-4470 Fax: (337) 436-3620

General Manager: _____
 Contract No.: _____

New:* **X**
 Renewal Contract #: _____

Digital Contract

Customer Name:*	<u>Calcasieu Parish Public Library</u>	Advertiser:*	<u>Calcasieu Parish Public Library</u>
Street Address:	_____	Design:	<u>Calcasieu Parish Public Library</u>
Mailing Address:*	<u>301 W. Claude St.</u>	Rotary/Perm:*	<u>Rotary</u>
City:*	<u>Lake Charles</u>	Product Code:*	<u>24</u>
State:*	<u>La. Zip Code:*</u> <u>70605</u>	Agency/Non-agency:*	<u>Non-Agency</u>
Tax ID#:*	<u>72-6000234</u>	Credit Card or Bill:*	<u>Bill</u>
Contact Person:*	<u>Christy Duhon</u>	Email Address:	<u>cduhon@calcasieu.lib.la.us</u>
Telephone:*	<u>(337) 721-7147</u>	Contract Start Date:*	<u>November 3, 2014</u>
Fax:*	<u>(337) 475-8806</u>	Contract End Date:*	<u>January 25, 2015</u>

- TERMS: The initial term of this agreement shall continue for a period of **12** weeks after the date of first billing and shall continue thereafter on a week-to-week basis at the weekly rental rate herein stated below.
- OWNERSHIP: Sign is and shall remain at all times the property of **AdSource** and it is understood that **AdSource** shall have the right to remove it if, for some reason, it becomes necessary to do so.
- TOTAL WEEKLY RATE: Customer agrees to pay **AdSource** on a monthly basis equal to the number of weeks since the last billing. Rent shall commence on the Contract Start Date and shall be payable on or before the last day of each month.
- Customer understands that the structure is electronic and that advertisement may be interrupted periodically for reasons outside of **AdSource** control. Should interruption exceed a 94% operational time, **AdSource** will make rental adjustments to properly reflect the interrupted showings. Should emergency showings be necessary that are in the best interest of the community, no such rental adjustments will be made unless showings exceed a 48-hour period.
- AdSource** agrees to change the creative for customer on an as-needed basis as long as customer: 1) submits creative at least two complete working days in advance; 2) customer provides creative in an acceptable format as determined by **AdSource**; and 3) customer's account is in good standing.
- AdSource** will assist customer in creative design on a reasonable basis as determined by **AdSource**. Both parties acknowledge that there are limitations of resources available and if customer's demands exceed a reasonable standpoint as determined by **AdSource**, additional fees may be charged to customer.
- By signing this agreement, I, the customer, do hereby understand and agree to all the terms and conditions above and on the reverse side of this agreement.
- This contract is not valid until approved by management.

LOCATION	SIZE	WEEKLY RATE	Number of Showings	COST
Country Club & Nelson	0105B 10.6x36	\$375	1	\$375
Prien Lake & Lake (Wendy's)	0103A 10.6x36			
Lake Street & Hale	0104B 12x24	\$375	1	\$375
University & McNeese (Heritage)	0117A 12x24	\$375	1	\$375
Hwy. 14 & Prien Lake (MLK)	0102A 10x36	\$375	1	\$375
Ryan & Prien Lake	0150A 12x24	\$375	1	\$375
Cities Service (Hwy 108) & Maplewood	0301A 10x36	\$375	2	\$750
Nelson Rd. @ Sam's	0154A 10x36			
Hwy 171 @ Sam Houston Jones Pky	0161A 10.6x36	\$375	2	\$750
Ryan @ 18 th St. (Pappy's)	0106B 10x36	\$375	2	\$750
Jennings	0802A 12x24			
I-210/Cove Lane	0165B 12x40			
720 Sampson - Westlake	0201A 10x36	\$375	1	\$375
			TOTAL:	TOTAL: \$4,500

_____ Date: _____
 CUSTOMER (Name of Business)

ADSOURCE OUTDOOR ADVERTISING

BY: _____

BY: _____

DIGITAL STANDARD CONDITIONS

SECTION 1: ARTWORK If AdSource is requested by Advertiser to submit artwork, then submitted artwork shall be approved or revised by Advertiser within five (5) days after submission. In the case of default in furnishing or approval of artwork by Advertiser, then the Contract's Start Date for purposes of commencement of the first monthly invoice shall be deemed to occur on the Contract Start Date.

SECTION 2: TRADEMARK / COPYRIGHT Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold AdSource 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 pursuant to the contract.

SECTION 3: PAYMENT Upon posting of advertisement or upon the circumstances described in Section 1 above regarding default, an invoice for payment will be sent to Advertiser or Agency. Upon Advertiser or Agency's request, a report of such installation will be sent with the initial notice. The first monthly invoice shall cover the period from date of posting to the end of the month. All prorated invoices and credits will be computed on the basis of a thirty (30) day month. A). All payments are due to AdSource by the end of the month as billed except for advertising agencies that are due by the end of the following month as billed. Any balance not received by AdSource as described above shall incur a 10% late fee. All payments in arrears shall also bear interest at the highest contract rate permitted by law or 1 1/2 % per month, whichever is greater.

SECTION 4: CREATIVE Advertiser is responsible to furnish to AdSource all creative it wishes to post for showings. All such creative shall be considered acceptable IF submitted in a format and design as approved by AdSource. (specs: JPG format; RGB color; 352x736 pixels at 72 dpi for 12x24 size board and 320x1120 pixels at 72 dpi for 10.6x36 size board) Once submitted by Advertiser to AdSource, AdSource will change creative as directed by Advertiser as soon as reasonably possible, but no later than two full work days.

SECTION 5: MAINTENANCE If AdSource is prevented from displaying or maintaining any of the digital messages 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 digital boards, or in the event AdSource is unable to deliver any portion of the service required in this contract, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of AdSource for such postings or service for the period that such posting or service has not been furnished or has been discontinued or suspended. AdSource may discharge this credit, at its option, by furnishing advertising service on substitute locations, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same location for a period beyond the expiration date. The substitute or extended service shall be of a value equal to the amount of such credit. If a location should be lost during the period of display for any reason, a location of equal advertising value will be substituted or credit issued for the period of service loss.

SECTION 6: DEFAULT Upon default in the punctual payment of the contract indebtedness or any part thereof, the entire amount of the indebtedness contracted for herein shall mature and be due and payable immediately. Unless same is promptly paid, AdSource may, at its option, discontinue without notice, this contract as provided herein. However, such discontinuation shall not relieve the Advertiser of its contract indebtedness. In addition, Advertiser shall pay AdSource 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, which ever is greater, and all reasonable collection agency fees.

SECTION 7: CANCELLATION PRIVILEGE AdSource reserves the right to determine if copy and design is in good taste and within the moral standards of the individual communities in which it is to be displayed. AdSource reserves the right to reject or withdraw any copy, either before or after messages have been displayed. AdSource further reserves the right to terminate the contract for any reason, at any time.

SECTION 8: NON-CANCELABLE All contracts are non-cancelable by Advertiser unless otherwise agreed upon in writing. The cancellation privilege, if agreed upon in writing, must provide that written notice reach AdSource at least sixty (60) days prior to the date of the last invoice for which the Advertiser will be liable.

SECTION 9: CONTRACT This contract (both pages), constitutes the entire agreement between AdSource and Advertiser. AdSource shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by AdSource of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

SECTION 10: AGENTS Should this agreement be executed by an advertising agency, either on behalf of or in conjunction with Advertiser, both shall be jointly and severally liable under and for all obligations of the Advertiser.

SECTION 11: CHOICE OF LAW, VENUE AND ADMISSIBILITY OF COPIES OF AGREEMENT All controversies arising out of, resulting from and related to this agreement shall be resolved according to the laws of Louisiana. The parties agree that this agreement has its inception, been originated, offered and accepted in Lake Charles, Louisiana, and that any claims arising from out of or under this agreement shall be filed and maintained in a court located in Calcasieu Parish, Louisiana of competent jurisdiction.

SECTION 12: HOLD HARMLESS In the event Advertiser, its employees, agents or representatives without the prior written consent of AdSource, enter upon the billboard(s), display(s), or other equipment or property owned or leased by AdSource, it is agreed between Advertiser and AdSource that said person will be considered a trespasser. Advertiser hereby releases AdSource, its employees, agents, and representatives from any and all liabilities and damages resulting from the trespass of Advertiser, its employees, agents, or representatives and Advertiser agrees to defend and to hold AdSource harmless from any and all claims, demands, damages, actions, causes, or suits of law or any equity as a result of any damages suffered. It is further agreed between AdSource and Advertiser that AdSource is responsible for changing all postings at a price to be agreed upon by Advertiser and AdSource in the rental agreement.

SECTION 13: EXTENSION OF CONTRACTS Contracts may be extended past the renewal date on a monthly basis per a written/e-mail agreement from client

SURETY AGREEMENT

In consideration of AdSource entering into this contract with Advertiser, the undersigned ("Surety") guarantees and becomes a surety for Advertiser in favor of AdSource for all sums due by Advertiser under this contract. The obligation of Surety is joint and several and in solidio with Advertiser and Agent (if applicable) for the full performance of all 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 that guarantee or surety agreement, AdSource would not be willing to enter this contract with Advertiser.

Signed this _____ day of _____, 2014. *

*

Surety Signature _____

Name: _____
Address: _____
Social Security Number: _____
Telephone Number: _____