



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT 722 Moody, County Courthouse, Galveston, TX 77550 (409) 766-2244

Mark Henry Ryan Dennard Joe Giusti Stephen Holmes Ken Clark
County Judge Commissioner, Precinct 1 Commissioner, Precinct 2 Commissioner, Precinct 3 Commissioner, Precinct 4

AMENDED

CALDER ANNEX MEETING LOCATION

**174 Calder Rd., Rm. 117
League City, Texas 77573**

SPECIAL MEETING-AGENDA

August 8, 2016 – 9:00 AM

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

Call to Order

Consent Agenda

- *1. Consideration of approval of contract with Outfront Media for the rental of billboard space by county elections to advertise the use of the Galveston County Elections Mobile App during the November election cycle.

Action Agenda

2. County Legal
 - a. **Break into Executive Session:**
 - b. **Executive Session:** Texas Government Code Section 551.074, Personnel Matters: the Commissioners Court will enter into executive session as permitted under the Open Meetings Act, Chapter 551 of the Texas Government Code, pursuant to Section 551.074 of the Texas Government Code, Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, respectively:
 1. Chief Financial Officer (f/k/a Director of Professional Services or Finance and Administration)

2. Chief Human Resources Officer
3. Chief Information Officer
4. County Architect
5. County Engineer
6. Director of County Legal Department
7. Director of County Parks & Cultural Services
8. Director of Economic Development
9. Director of Facilities Department
10. Director of Personal Bond Office/Director of Collections
11. Emergency Management Coordinator
12. Mosquito Control Manager
13. Road and Bridge Administrator
14. Veteran Services Officer

c. **Reconvene into Special Meeting.**

Adjourn

WORKSHOP AGENDA

- 1 Discussion regarding provision of local government services to the community of San Leon

Appearances before Commissioners Court

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

Executive Sessions

The Galveston County Commissioners Court may recess into closed meeting (Executive Session) on any item listed on this agenda if the Executive Session is authorized under the Open Meetings Act pursuant to one or more the following exceptions: Tex. Gov't Code §§ 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding a prospective gift or donation), 551.074 (personnel matters), 551.0745 (personnel matters affecting County advisory body), 551.076 (deliberation regarding security devices or security audits), and/or 551.087 (deliberations regarding economic development negotiations). The Presiding Officer of the Commissioners Court shall announce the basis for the Executive Session prior to recessing into Executive Session. However, the Commissioners Court may only enter into the Executive Session on any agenda item for which a separate Executive Session has not been separately posted if, prior to conducting the Executive Session, a majority of the Commissioners Court votes to go into Executive Session. This motion requirement does not apply to any agenda item that has been previously noticed to constitute or include an Executive Session.

AGENDA ITEM #1.

Martinez, Dianna

From: Sargent, William
Sent: Wednesday, August 03, 2016 10:23 AM
To: Martinez, Dianna
Cc: Sullivan, Dwight; Ross, Mae; Chapman, Brandy
Subject: Voter Outreach: Outfront Billboard for the Mobile Election App

Dianna:

The email below is from the Vendor indicating there are two additional people who want the billboard space we are asking for. The Vendor has indicated he will hold off the other two until 10 a.m. on Monday but after that, the space will no longer be available. He is also attempting to get us (*as a public service announcement*) space on an electronic billboard on I-45 in the La Marque area.

Additionally, the sample we provided to the Commissioners on the meeting on Tuesday last is just that – a sample of what the billboard might look like. We are not asking Commissioners Court to approve the wording on the billboard space. We have taken Mr. Clark's suggestion and will incorporate the November 8th election day into the final version.

I personally, also like Mr. Homes idea of having a mobile app for the entire county. That would be a great project to work on once this election cycle is over. But as I stated in the meeting on Tuesday, this idea does not fall within my area of responsibility, even though I think it would great to have.

We thank Judge Henry for being willing to bring this matter up at a special meeting on Monday. After all the work we have put into trying to make this happen, his effort is appreciated.

Respectfully Submitted

Sarge

From: Saunders, James [<mailto:james.saunders@outfrontmedia.com>]
Sent: Tuesday, August 02, 2016 3:30 PM
To: Sargent, William
Subject: RE: revisions to proposed terms and conditions - Galveston County

Bill,

Unfortunately, we cannot wait that long. There are two backup holds on the board. I can get you through the end of the week but I need an answer. Please let me know if there is anything I can do.

Thank you,

James Saunders / Account Executive
Direct: 713.868.2284 / Cell: 832.647.1724
1600 Studemont, Houston, TX 77007
[OUTFRONT media](#)



From: Sargent, William [<mailto:William.Sargent@co.galveston.tx.us>]
Sent: Tuesday, August 02, 2016 3:02 PM
To: Saunders, James <james.saunders@outfrontmedia.com>
Cc: Sullivan, Dwight <Dwight.Sullivan@co.galveston.tx.us>
Subject: RE: revisions to proposed terms and conditions - Galveston County
Importance: High

James..

Our County Commissioners took up the proposal to use your billboard space at today's meeting.

They wanted some more time to consider whether to approve the expenditure.

The question I have is how long can we continue to have the hold on the space. Certainly we will have an answer by the next regularly scheduled meeting on the afternoon of August 16th.

Can you hold the space until that time or how long do we have?

Bill

Chapman, Brandy

From: Sargent, William
Sent: Wednesday, July 20, 2016 1:08 PM
To: Chapman, Brandy
Cc: Ross, Mae; Edgar, Renee; Martinez, Dianna; Liechty, Linda; Sullivan, Dwight
Subject: Commissioners Court Agenda Item: Lease of Billboard on I-45 @ FM 646 in Dickinson using Election Services Fund money
Attachments: CommissionersCARform4OutFrontMediaBillboardLeaseAgreement.pdf

AGENDA ITEM:

APPROVAL OF CONTRACT WITH OUTFRONT MEDIA FOR THE RENTAL OF BILLBOARD SPACE BY COUNTY ELECTIONS TO ADVERTISE THE USE OF THE GALVESTON COUNTY ELECTIONS MOBILE APP DURING THE NOVEMBER ELECTION CYCLE

DISCUSSION:

As we discussed during our workshop with the Commissioners, we want to increase the number of people using our mobile elections application. In order to do so we want to use a number of venues to get the word out to Galveston County Voters. The contract we are asking the commissioners to approve is to secure a specific billboard on I-45 near FM 646 which is a high traffic location and which is clearly visible from the shopping area north of FM 646 and east of I-45. *[See images below showing the sign and sign placement]*





As suggested in the workshop we are also looking at Public Service Announcement space, but by using PSAs there is no guarantee that the billboards provided will be in high traffic areas of the county. By approving this contact, we are guarantying the one high-traffic location we are seeking. Our intent is to try and supplement this one billboard with others that PSAs.

The funds being used for the lease of this space will come from the Voter Outreach line item in the Election Services Fund, thereby having no impact on the county's general fund.

Attached is a scanned copy of the approved CAR form.

We urge your approval of this request.

Respectfully Submitted

Sarge

*Bill "Sarge" Sargent
Chief Deputy Clerk for Elections
Office of the County Clerk
600 59th Street, 2nd Floor
Galveston, TX 77551
409-770-5108*

<http://www.galvestonvotes.org>





GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 6/16/16		2. Contract Type: <input checked="" type="checkbox"/> Expense <input type="checkbox"/> Revenue <input type="checkbox"/> Other				3. Renewal Contract: <input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No	
4. Department Name: Elections Division				5. Department Contact: William K. Sargent			
6. Description: Advertiser Agreement (Billboard)							
7. IFAS PEID No:		8. IFAS Req No:		9. Orgkey: 2103-114031		10. Object Code: 544920 <input checked="" type="checkbox"/>	
11. Vendor: Outfront Media				12. Vendor Contract No:			
13. Requested Legal Review: <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Election Services Con	2103-11403	FY16					
22. Totals:		\$5,359.00-	-	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 10/17/16		Auto Renewal Contract: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			Bid No: N/A		
Contract End Date: 11/13/16		Contract # Issued By Purchasing: CM16195			Form 1295 Certificate #: 2016-70749		
Approved By: <i>Dwight D. Sullivan</i> Signature <i>Dwight D. Sullivan</i> Date 6/16/16 (1) Biocan used Vendor NOT IN System							

Department Head: Dwight D. Sullivan, County Clerk

Purchasing Agent: *[Signature]* 6-16-16

County Legal: *[Signature]* 07/14/2016

Contract Listed in Budget Documentation: YES NO

County Budget Office: *[Signature]* 07/14/16

Budget Available and Funds are/will be Available YES NO

County Auditor: *[Signature]* 7/14/16

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
OUTFRONT Media LLC
New York, NY United States

Certificate Number:
2016-70749

Date Filed:
06/14/2016

Date Acknowledged:
6/16/16

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Galveston County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2189131
Billboard Ads

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT
PATRICIA F. ENGRACIA
Notary Public, State of New York
No. 01EN6318380
Qualified In Queens County
Commission Expires January 26, 2019

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Donald R. Massari

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said EUP, CFO, this the 15th day of June, 2016, to certify which, witness my hand and seal of office.

Patricia Engracia
Signature of officer administering oath

Patricia Engracia
Printed name of officer administering oath

Legal Assistant
Title of officer administering oath

ADVERTISER AGREEMENT

CONTRACT NO.: 2189131 DATE: 06/08/16

ADVERTISER: County of Galveston

SALESPERSON: James Saunders (A76)

Client Supplies Production: Yes

OUTFRONT.
media

OUTFRONT Media
1600 Studermont St.
Houston, TX 77007
(713) 868-2284
(713) 862-7652

Copy must meet Production specifications and be received 10 working days prior to each advertising period.
THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

ADVERTISER Acct# 1106858
County of Galveston
722 Moody Avenue (21st St)
5th Floor
Galveston, TX 77550
409.770.5371
Attn: Mark Henry

Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, "ADVERTISER/AGENCY" hereby contracts with OUTFRONT Media ("Company") for the display of advertising Copy ("Copy") on the outdoor advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below. Advertiser/Agency shall provide the Copy in the form and type specified by Company.
See Production Information Addendum page for shipping quantities and addresses.

Market	Media/Location(s)	Size	GRP/ IMP 18+	Units	Advertising Period	No. of Periods	* Period Cost
Houston, TX	Bulletins/General Coverage/Unit# 2_1192-O L-45S .50 mi N/O Frn 646 E/S F/N	14"x48"	317,601	1	10/17/16-11/13/16	1.00 4W	\$5,359.00

Special Instructions:
Initial install/vinyl included, additional installs \$500 net each.
24HR illumination included.

Net Agreement Total: \$5,359.00

THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER/AGENCY EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO WITH RESPECT TO TRANSIT DISPLAYS ONLY. THIS AGREEMENT CONSISTS OF THIS PAGE, THE PRODUCTION INFORMATION ADDENDUM PAGE, AND THE OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN, ALL OF WHICH ADVERTISER/AGENCY HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS AGREEMENT MAY BE OBTAINED OR REQUESTED THROUGH ANY OUTFRONT MEDIA OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER/AGENCY. FACSIMILE SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS AGREEMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME COPY. AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THE SAME ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.

ACCEPTED AND AGREED TO BY - OUTFRONT MEDIA

ADVERTISER/AGENCY _____ AUTHORIZED SIGNATURE - TITLE

BY _____ DATE _____

PLEASE PRINT

DATE _____

NAME - TITLE

* Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=TVI'll Forbid

ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM

CONTRACT NO.: 2189131

DATE: 06/08/16



ADVERTISER Acct# 1106858
 County of Galveston
 722 Moody Avenue (21st St)
 5th Floor
 Galveston, TX 77550
 409.770.5371
 Attn: Mark Henry

ADVERTISER: County of Galveston
 SALESPERSON: James Saunders (A76)

Copy must meet Production specifications and be received 10 working days prior to each advertising period.
 THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S
 MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Market	Media/Location(s)	Size	Copy Due Date	Shipping Quantity	Shipping Address	Service AE	Ext. Fab Per Sq Ft
Houston, TX	Bulletins/General Coverage/Unit# 2_1192-O I-45S .50 mi N/O Fm 646 E/S F/N	14"x48"	10/03/16	1	OUTFRONT Media 1600 Studemont St Houston, TX 77007 (713) 868-2284 (713) 862-7652		

OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE
For Advertiser Agreements and Non-Space Agreements with the County of Galveston

1. As used in this herein, Company shall mean OUTFRONT Media and Advertiser shall mean and be deemed to include, in addition to Advertiser, any advertising agency or any other agent or licensee of Advertiser (collectively "Advertiser").

2. At least ten (10) working days before the estimated start date, Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company, sufficient supply of advertising copy, in form and type specified by Company along with written notice to Company setting forth required posting instructions. If copy is not so received, a loss of service may occur or additional costs may be charged by Company although commercially reasonable efforts will be used to post copy as promptly as practicable after receipt from Advertiser. If Advertiser requests expedited installation within five working days of receipt of late received copy, a fee of not less than \$650 per location will be payable. In any event, if copy is not received in a timely manner, Company may use subject locations in any manner, without limiting Advertiser's liability to pay for such space prior to posting the late received copy. If Copy is furnished and delivered as required above and such Copy is not rejected by Company pursuant to the terms hereof (i) the Copy shall be posted, and (ii) in the case of showing based programs the Copy shall be Significantly Posted (as hereinafter defined) by Company within five (5) working days of the date for the commencement of the Advertising Period set forth on the first page of this Agreement. For the purposes hereof, a program shall be deemed to be Significantly Posted if at least 85% of the program has been posted. Nudity, pornographic, profane or obscene copy shall not be permitted. The character, design, text and illustrations on advertising copy and the material used shall be subject to approval by Company and by location owner, transit company/authority or third party controlling location ("Owner"). If copy is rejected, Advertiser shall continue to be liable for the full term of this Contract and Advertiser shall be responsible for providing an acceptable replacement copy within ten days of notification that a previous copy was rejected. If production is received after the date specified by Company, Company shall be entitled to full payment for the contract period even if partial or no display results. Advertiser represents and warrants that all advertising materials and content supplied by Advertiser to Company and Owner for display under this Contract (i) are owned or duly licensed by Advertiser and do not infringe or misappropriate the rights of any other person or entity, (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which Advertiser may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. To the greatest extent permissible under Texas law, Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities arising out of the advertising material displayed under this Contract, including but not limited to any claim for defamation, or infringement of any copyright, trademark, or other intellectual property or privacy right and reasonable attorneys' fees and expenses incurred in defending any such claims.

3. Should Advertiser's copy be damaged, defaced, or deteriorated for any reason whatsoever, including ordinary wear and tear, or if lost or stolen, Advertiser shall furnish a replacement copy, upon Company's request, without liability or expense to Company. If Advertiser fails to provide such replacement copy, Company may use the location involved in any manner, without releasing Advertiser from obligation to

pay for such location. Unless otherwise specified on the face hereof, there will be a service charge for all installations on walls and for any changes in any display material after initial placement. All designs for displays produced by Company will be faithfully reproduced. Company will maintain displays in good condition to the extent of matters reasonably within Company's control or assumed responsibilities. Any repainting or reposting requested by Advertiser in addition to that specified herein, if any, shall be paid by Advertiser in advance per Company's current quoted prices.

4. If for any reason whatsoever during the term hereof (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) any location becomes obstructed, destroyed or defaced, or (iii) Company fails to timely meet its posting requirements hereunder, any resulting loss of advertising shall not be deemed a breach or termination of this Contract. Company shall have the option to replace lost locations with locations of equal value per Company's prices and/or classifications, or to issue a pro-rated credit. Any delay in commencing of service and/or posting of fewer locations than specified and/or resulting loss of advertising service caused by any reason whatsoever, shall not render Company liable for any damages or offsets of any kind and shall be remedied solely by extending the Advertising Period of this Contract to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value, or at Company's option, result in a pro-rated credit, with all other remedies at law or equity being expressly waived by Advertiser. Notwithstanding anything contained herein to the contrary, if any location is lost for any reason whatsoever, Company shall also have the option to terminate this Contract and receive payment in full for services through the termination date.

5. Where illuminated displays are provided, illumination will be from dusk to midnight. If illumination is halted or reduced for any reason, including but not limited to operation of law or malfunction of equipment, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of fifteen percent (15%) of the contract price for the impacted period, provided Advertiser shall have first given written notice to Company of the illumination problem and same continues for more than five (5) days after Company's receipt of such notice.

6. Advertiser shall inspect the display within three (3) days after installation. Unless within such period Advertiser gives written notice to Company specifying any defect, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including content and location of displays. If after installation of display Owner disapproves any advertisement, or if adverse publicity results from any display, Company shall have the right to remove advertisement and, at its option, either terminate this Contract or request a new acceptable advertisement copy pursuant to paragraph 2 above. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term, withdraw credit and Company may thereupon require partial or full payment of the remaining contract amount in advance. In the event of any termination under this paragraph, Advertiser's obligation shall cease as of the effective termination date.

7. Agency and Advertiser shall be jointly and severally liable for payment of the amounts owed under this Contract.

In the event of default or material breach by Advertiser/Agency, in addition to other remedies available at law, Company may: (a) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (b) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (c) remove all of Advertiser's displays without limiting Advertiser's liability hereunder; and/or (d) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser/Agency hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company. In the event of legal action arising out of this Contract, Company shall be entitled to recover its reasonable attorneys' fees and out of pocket expenses. This Contract and all related claims shall be construed according to the laws of the State of Arizona ~~Texas and Maricopa County, Arizona shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action.~~

8. Invoicing will be rendered monthly in advance dating from the commencement date of the first advertising period. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within fifteen (15) days thereof. Non-receipt of invoices or lack of invoicing, shall not impact Advertiser's liability hereunder. Any discounts given shall be forfeited/reversed for invoices not paid within sixty (60) days from the date thereof. All rates and adjustments are computed on the basis of thirty (30) days to the month, unless a different period is specified on the face hereof. Invoices shall be due thirty (30) days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% annual), or such lesser rate permitted by law. Notwithstanding the foregoing, in the event that Advertiser desires to make payment by credit card, Company shall have the right, at Company's option, to either (a) require Advertiser to pay all amounts due or coming due under the Contract on the date of the credit card payment or (b) require Advertiser to set up recurring payments whereby the Advertiser's credit card is charged on each invoice date for the full invoice amount. Notwithstanding anything to the contrary contained herein, to the extent applicable, payment terms shall be subject to Chapter 2251 of the Texas Government Code.

9. Company shall not be held responsible for unused posters, displays or other copy provided by Advertiser and Company may dispose of any such materials. Company may promote Company's own business through the use of Advertiser's posters or displays in any manner whatsoever. Company is an Equal Opportunity Employer.

10. This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligation of either party hereto. This Contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. Notwithstanding the foregoing, agreements for transit displays may be cancelled by Advertiser upon providing at least 90-days written notice prior to affected posting date, with Advertiser paying, upon invoicing, short rate for actual length of term.

11. The following provisions shall be applicable in the event that this Contract shall be for the display of advertising copy on a LED, LCD or other digital display sign ("Digital Sign"): Notwithstanding anything herein to the contrary, the Company shall be not obligated to display the copy for more than 91% of the display time provided hereunder (the "Guaranteed Display Time"). If the Company displays the copy for at least

the Guaranteed Display time, there shall be no reduction in the fee paid hereunder or extension of the term hereof. If the Company displays the copy for less than the Guaranteed Display Time, the Company shall, in its sole discretion, either (i) terminate this Contract and reimburse the Advertiser for fees paid relating to the period for which the copy was not displayed for at least the Guaranteed Display Time, (ii) equitably extend the Advertising Period of this Contract at the contracted location or a replacement location of equal value, or (iii) issue to Advertiser a pro-rated credit for advertising services equivalent to the period for which copy was not displayed for the Guaranteed Display Time. The Advertiser hereby expressly waives all other remedies at law or equity, and the Company shall have no other liability to the Advertiser as a result of any failure to display the copy for at least the Guaranteed Display Time. In addition to the foregoing, the Company shall have the right at any time to preempt the display of copy in order to utilize the Digital Sign(s) for public service messages in connection with (i) an Amber Alert, or (ii) at the request of any Federal, State or local authority, any public emergency (including but not limited to emergencies related to homeland security) (an "Emergency Interruption"). In such event, the Company shall not be in breach of this Contract and the Company shall have no liability to the Advertiser pursuant to the preceding paragraph or otherwise as a result of any such Emergency Interruption. The Advertiser hereby expressly waives any remedies at law or equity to which the Advertiser might otherwise be entitled as a result of such Emergency Interruption. For the purposes of the provisions hereof pertaining to the display of advertising on a Digital Sign, "copy" shall be deemed to mean any advertisement displayed on such sign whether the same is animated, static or otherwise, specifically including, but not limited to, streaming content or digital images, as applicable.

12. Agency/Advertiser hereby represents, warrants and confirms that it is aware of the requirements of 18 U.S.C. §§ 2257-2257A and that it fully complies with them either by certifying to the U.S. Attorney General, in the form required by 28 C.F.R. § 75.9, that Agency/Advertiser collects and maintains individually identifiable information relating to models used in the advertisement to be displayed pursuant to the terms hereof (including but not limited to their names, addresses, and dates of birth) in accordance with applicable Federal and/or State tax and labor or other law, or that Agency/Advertiser creates, maintains, cross-indexes and makes available for inspection records as required by 28 C.F.R. §§ 75.2-75.5. Upon request, Agency/Advertiser will provide Company with proof of its compliance.

13. If the advertising copy concerns a political, religious or social issue, the Advertiser and Agency shall not make any press release or other public announcement or media outreach regarding this Agreement or the related advertising copy that refers to the Company without the Company's express prior written consent (which consent may be granted or denied in the Company's sole discretion), except as required under applicable law, in which case Advertiser shall obtain the approval of the Company as to the form, nature and extent of the press release, public announcement or media outreach prior to issuing the press release or making the public announcement.

Acknowledged and Agreed to by:

Advertiser: _____ Company: _____