

LF041206-19

Rapid City
7509 N. Highway 79
Black Hawk SD 57718
605-787-6688
605-787-6611 FAX

THE **LAMAR** COMPANIES
Commercial Contract

Date April 6, 2006
New/Renewal NEW
Bill To Advertiser

Lamar ID No. 235 755644

Customer Name: Rapid City Police Department
Street Address: 300 Kansas City
Mailing Address: 300 Kansas City Zip: 57701
City: Rapid City State: SD Zip: 57701
Phone: 394-4130/394-4133
Fax: 366-3607 394-6854/attn:Steve Alander
Email: _____

Advertiser: Rapid City Police Department
Cust. A/C #: 249990-01 Nat'l/Local: LD
Design: 2 more designs
Vinyl: 2 new vinyls Sections: _____
Other: _____
Contact Person: Steve Alander/David Stucke/Nelson Bottomley

THIS INFORMATION FOR OFFICE USE ONLY
Billing Start Date: May 1, 2006 Billing End Date: July 15, 2006
Monthly Billing Rate: \$1,512.00 Commission: _____ Political: _____ Split Billing: _____
Product Code: 88 Nat'l Contract No. _____
Account Exec. Code: kkm4383 Dept: 15 Co-op: _____

Mkt.Code	Frequency	Description	Amount
1	2	10'6x36 vinyls for panel #50035 on E Main at Elm	
		ONE TO BE BILLED MAY 1, 2006	\$756.00
		ONE TO BE BILLED JULY 15, 2006	\$756.00

The terms on the second page are part of this contract.

Advertiser authorizes and instructs The Lamar Companies 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 contained on both pages of this contract.

The undersigned representative or agent of Advertiser hereby warrants to The Lamar Companies that he/she is the Representative of the Advertiser and is authorized to execute this contract on behalf of Advertiser.


ACCOUNT EXECUTIVE, Kyle Mattison
COMPANY: Rapid City

RAPID CITY POLICE DEPARTMENT
CUSTOMER/ADVERTISER
DATE: _____

BY: K
CUSTOMER/ADVERTISER SIGNED BY
Steve Alander

This contract is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Outdoor Advertising Company.

ACCEPTED: _____
DATE: _____

THE LAMAR COMPANIES
BY: _____
GENERAL MANAGER
Doug Rumpca

AGENCY

The agency representing this Advertiser in this contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

Cust A/C : 249990-01 Nat'l/Local: LD

Agency: _____
Date: _____
By: _____
Signed By: _____

Street Address: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Email Address: _____

STANDARD 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 paragraph 6. 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.
2. Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Lamar reserves the right at any time to censor, reject or withdraw any advertising copy under this contract. 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 produced pursuant to this contract.
3. 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.
4. 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 work contracted for herein; provided, however, that such discontinuance shall not relieve the Advertiser 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.
5. This contract, all two (2) 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.
6. Special Considerations: _____

SURETY AGREEMENT

In consideration of Lamar entering into this contract with Advertiser, the undersigned ("Surety") agrees 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 Agency (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.

Signed this 6 day of April, 2006

X

SURETY
Print Name: Steve Alender

Address: 300 Kansas City Rapid City SD 57701