

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



Date: October 25, 2005
New/Renewal: NEW

Bulletin Contract

Lamar ID No. 235 307102

Customer Name: Rapid City Police Department Advertiser Rapid City Police Department
Street Address: 300 Kansas City Street Cust. A/C #: _____ Nat'l/Local: LD
Mailing Address: 300 Kansas City Street Zip: 57701 Design: various safety messages
City: Rapid City State: SD Zip: 57701 Vinyl: _____ Sections: _____
Phone: 394-4130 Term: 12 Months Start Date: Nov 10 2005
Fax: _____ Contact Person: Tom Vlieger
Email: _____ Rotary/Perm: Permanent

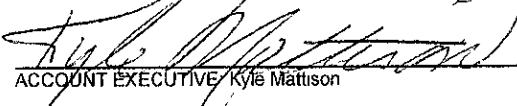
THIS INFORMATION FOR OFFICE USE ONLY			
Billing Start Date:	<u>November 10, 2005</u>	Billing End Date:	<u>November 9, 2006</u>
Monthly Billing Rate:	<u>\$300.00</u>	Commission:	_____
Product Code:	<u>88</u>	Political:	_____ Co-op: _____
Account Exec Code:	<u>kkm4383</u>	P.O.P:	<u>No</u>
		Split Billing:	_____

Panel No:	Market Code:	Location Description:	Size of Bulletin:	Illum:	Price Per Month:
50035	1	E St Joe east of Elm	10 6x36	III	\$300.00

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: _____
CUSTOMER/ADVERTISER SIGNED BY
Tom Vlieger

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

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

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

Cust A/C : _____ Nat'l/Local: LD
Street Address: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Email Address: _____
Phone: _____ Fax: _____

STANDARD CONDITIONS

1. If Lamar is requested by Advertiser to submit artwork, then artwork submitted by Lamar shall be approved or substitute artwork shall be furnished by Advertiser within ten (10) days after submission. In the case of default in furnishing or approval of artwork by Advertiser, then the date of installation for purposes of commencement of the first monthly invoice shall be deemed to occur on the date on which the various spaces are available for installation.
2. Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. 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 displayed pursuant to this contract.
3. Upon completion and installation of the initial painting/vinyl, or upon the circumstances described in paragraph 1 above regarding default, an invoice for payment will be sent to Advertiser or Agency. Upon Advertiser's or Agency's request, a report of such painting and installation will be sent with the initial notice. The first monthly invoice shall cover the period from date of installation (if more than one location is included, the average date of installation shall be used) to the end of the month in which the invoice is rendered, and subsequent monthly invoices shall be rendered in advance on the first of each successive month. All prorated invoices and credits will be computed on the basis of a thirty (30) day month.
4. If Lamar is prevented from posting or maintaining any of the spaces 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 spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including illumination, this contract shall not terminate. Credit shall be allowed to advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute spaces, to be reasonably approved by advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. 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 outdoor advertising 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.
6. This contract, both 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.
7. Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed.
8. Lamar reserves the right to reject or withdraw any copy, either before or after posting. Lamar further reserves the right to terminate the contract for any reason, at any time.
9. Net cash payment is required thirty (30) days after the date of billing.
10. If a location should be lost during the period of display for any reason, a bulletin location of equal advertising value will be substituted or credit issued for loss of service. Should there be more than a 50% loss of illumination, a 20% pro-rata credit based on monthly advertising space billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00 p.m.
11. The customary agency commission will be allowed to accredited advertising agencies. Agency commissions will be forfeited after sixty (60) days, if payment is not received as outlined above.
12. All contracts are non-cancelable by Advertiser.
13. Paint production charges are not included in the space rate, and will be determined by the degree of difficulty of the reproduction. Charges are computed on a square foot basis.
14. Approved artwork and painting instruction shall be furnished by the Advertiser sixty (60) days prior to scheduled display date.
15. Creative with mechanical, reflectors, inflatable, etc. will be quoted upon request.
16. Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. Cutouts are the property of Lamar, and the basic fabrication charge is for a maximum 12 months. Lamar will not be responsible for cutouts/extensions after 120 days of storage time.
17. Vinyl for bulletins should be supplied by the advertiser fifteen (15) days prior to posting date.
18. Sections or vinyl will be held at customer's request upon management approval at the maximum rate of \$100 per month.
19. Leeway of five (5) working days from the accepted start date is required to complete the installation of any display. Vinyl should be shipped in time to arrive at least fifteen (15) days prior to the accepted start date.
20. Special Considerations:

SURETY AGREEMENT

In consideration of Lamar entering into this contract with Advertiser, the undersigned ("Surety") guarantees 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 Agent (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 26 day of October, 2005

SURETY
Print Name: Tom Vlieger

Address: