



FEB 27 2012

February 24, 2012

CONTRACT FOR OUTDOOR POSTER ADVERTISING

CONTRACTED BY AGENCY ON BEHALF OF ADVERTISER:

CUSTOMER #			INVOICE
NAME			
ADDRESS			
CITY/STATE/ZIP			
CONTACT			
EMAIL ADDRESS			
PHONE #		FAX #	
P.O. #			
ADVERTSR / PROD			

CONTRACTED DIRECTLY BY ADVERTISER:

CUSTOMER #	Cuyahoga County	INVOICE
NAME	Northeast Ohio Regional Fusion Center	
ADDRESS	1300 Ontario Street, 9th Floor	
CITY/STATE/ZIP	Cleveland, OH 44118	
CONTACT	William Schenkberg	
EMAIL ADDRESS		
PHONE #		FAX #
P.O. #		
PRODUCT NAME		

Market Name / Location	GRP Impression Level	No. Of Posters		Term In 4-week Periods	Posting Dates	Rate Per 4-week Period	Contract Total
		Num.	Reg.				
		30		1		\$ 7,500.00	\$ 7,500.00

Display Commences:

Special Instructions/ Additional Charges:

Space Amount	\$ 7,500.00	\$ 7,500.00
Agency Commission	\$	\$
Invoice Space Amount	\$ 7,500.00	\$ 7,500.00
Production Charges	\$ 4,500.00	\$ 4,500.00
TOTAL INVOICE AMOUNT	\$ 12,000.00	\$ 12,000.00

Agency/Advertiser hereby contracts for the outdoor advertising services described above upon the terms set forth above AND ON PAGE 2 OF 2, with Agency/Advertiser hereby acknowledging and certifying receipt of by executing in the space provided below. Contracts transmitted to Clear Channel Outdoor via the mail are to be treated as original contracts and are subject to the terms and conditions on the second page. This contract must be signed by both Agency/Advertiser and CCO to be effective.

Agency:	Advertiser:
Signature: <i>Edna P. Schenkberg</i>	Signature: <i>Bill P. Pardo</i>
Name:	Date:

Clear Channel Outdoor/Inc.	Name: <i>Bill Pardo</i>	Date: <i>2/13/12</i>
Signature: <i>Bill Pardo</i>		

FOR INTERNAL USE:	Contract No.	File Name
New	A/E (s) Name / No.	Selling Branch Address
Renewal	<i>David Yale</i>	<i>Cleveland</i>
Takeover		<i>12222 Plaza Drive</i>
		<i>Painesville, Ohio 44130</i>
Product / Class Number:	Market Type:	<i>GENERAL</i>



CONTRACT FOR OUTDOOR POSTER ADVERTISING STANDARD TERMS

1.0 Relationship of Parties

1.1 Agency represents that it has the authority to act and is acting as agent for a disclosed principal, the advertiser named on the face hereof ("Advertiser").

(a) If Agency has signed, Agency will be liable for the payment of sums due hereunder and Company will look solely to Agency for the payment thereof, unless and until Agency becomes delinquent in its payments to Company, or insolvent, at which time, without relieving the Agency of liability until Company is paid in full, Advertiser will be liable jointly and severally to Company on all unpaid billings.

(b) Nothing herein contained relating to the payment of billings by Agency will be construed so as to relieve Advertiser of, or diminish Advertiser's liability for, breach of its obligations hereunder.

1.2 If this contract is with a media buying service, all references herein to "Agency" will apply to the media buying service. If this contract is made directly with Advertiser, reference herein to "Agency" will apply to Advertiser.

1.3 Agency may not assign this contract except to another Agency which succeeds to its business of representing Advertiser and provided the successor Agency assumes all Agency's obligations hereunder. Advertiser may, upon notice to Company, change its Agency. Advertiser may not assign this contract.

2.0 Delivery of Poster Materials

2.1 Agency will deliver to Company, poster materials in sufficient quantity to meet the needs hereunder (plus 10% for reposting or repair purposes) at places designated by the Company, shipping charges prepaid, at least five (5) calendar days prior to scheduled posting date(s) unless otherwise mutually agreed.

2.2 Posters will have weight, tensile strength, opacity, size and sort.

3.0 Obligations of the Company

3.1 (a) Except as hereinafter provided, the posters furnished by the Agency will be posted by Company in the markets and on the dates scheduled on the face of this contract.

(b) Posters will be kept in good condition throughout the terms of this contract. Posters will be promptly repaired or reposted, provided sufficient additional posters are supplied by Agency.

(c) Poster panels will be maintained.

(d) Poster panels designated as illuminated in this contract will be equipped to provide adequate illumination.

3.2 (a) If posters are timely delivered, Company will complete posting no later than five (5) working days after the scheduled posting date. Advertiser will have the benefit of the full term of display from the average date of posting, unless the posters are not timely delivered.

(b) If posters are timely delivered but cannot be posted in accordance with Par 3.2(a), Agency will be informed immediately and any available substitute dates will be submitted for its approval.

(c) If Company is unable to post on the date or dates desired, the posting will occur on the closest available date or dates subject to the approval of the Agency.

(d) Company retains exclusive control of the posting and the poster structures on which they are displayed. Any changes made in approved location of posters, for any reason, must be reported to Agency.

(e) Company will not make any alteration in advertising materials without consent of the Agency.

3.3 Company may reject any advertising material, art or copy, submitted by Agency for any reason. In addition, Company may require advertising material, art or copy to be removed at anytime once posted.

3.4 Unless written instructions are received from Agency, unused posters may be disposed of by Company upon completion of the schedule called for herein.

3.5 Proof Of Performance: Posting: Company will provide one close-up photo or digital print for each creative execution within a poster campaign including a Clear Channel Outdoor Performance Report and a completion report listing all locations/designs.

4.0 General

4.1 Termination and Loss of Service.

(a) Any delay or failure by Company to perform hereunder as a result of force majeure, labor dispute, law, government action or order, or similar causes beyond the Company's reasonable control, will not constitute a breach of contract, but Agency will be notified immediately and will be entitled, at its election, to service having a value based on circulation reasonably equivalent to the lost service. Failure to provide illumination as required herein, will not constitute a breach, but Agency will be entitled to a return of value equivalent to the value of lost circulation, but not to exceed 25% of the contract price for the period illumination was not provided.



CONTRACT FOR OUTDOOR POSTER ADVERTISING STANDARD TERMS

(b) When a poster location specified in this contract is no longer available due to a loss of the structure or the loss of or the inability to use the structure for any reason, Company will offer Agency a location of approximately equal advertising value, which location will be subject to the prompt, reasonable approval of Agency. In the event that Agency approves the location, the term of this contract will be extended after the expiration date of this contract for a period equal to the time during which the advertising material, art or copy was not on display. If Agency does not approve the location, then Company may terminate this contract and will pay Agency a sum equal to the actual non-cancelable out-of-pocket cost necessarily incurred by Agency prior to the date of termination for production and delivery of the advertising material, art or copy hereunder which was not displayed.

(c) Company may upon notice to Agency, terminate this contract at any time (i) upon material breach by Agency or (ii) if Company does not receive timely payment on billings. Upon such termination all unpaid, accrued charges hereunder will immediately become due and payable and Agency will pay, as liquidated damages, a sum equal to 75% of the amount which would have been payable hereunder. Agency may, upon notice to Company, terminate this contract at any time upon material breach by Company. Upon such termination, Company will pay as liquidated damages a sum equal to the actual non-cancelable out-of-pocket cost necessarily incurred by Agency prior to the date of termination for production and delivery of the advertising material, art or copy hereunder which was not displayed. Neither party will have any liability to the other upon breach or termination, except as provided in this Paragraph 4.1(c), Paragraphs 2.2, 4.1(b) and 4.4. Agency may not seek specific performance or any other equitable remedy related to this contract.

(d) Notwithstanding anything to the contrary herein, Company shall be given a reasonable amount of time to cure a default, but in no event less than 30 days.

4.2 Terms of Payment. Company will, from time to time at intervals following commencement of service, bill Agency at the address on the face hereof. Agency will pay Company within thirty (30) days after the date of invoice. If Agency fails to pay any invoice when due, in addition to amounts payable thereunder, Company will be promptly reimbursed its collection costs, including reasonable attorneys' fees, plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law.

4.3 Taxes. Company will pay all personal property taxes attributable to the structures and Agency will be responsible for all other federal, state and local taxes in respect of this contract.

4.4 Indemnification. Company will hold Agency and Advertiser harmless against all liability (except for consequential damages, i.e., lost profits, revenue or advertising opportunity) but including claims, demands, debts, obligations or charges, together with reasonable attorneys' fees and disbursements, arising out of a breach by Company of this contract. Agency and Advertiser will hold Company harmless against all liability, including, without limitation, claims, demands, debts, obligations or charges, together with reasonable attorney's fees and disbursements arising out of a breach by Agency and/or Advertiser of this contract or arising out of the content of the advertising material, art or copy furnished by Agency or Advertiser.

4.5 Compliance.

(a) Company's obligations hereunder are subject to and subordinate to the terms and conditions of any applicable ground lease for billboards and other agreements, licenses and permits held by it and to applicable federal, state and local laws and regulations.

(b) All advertising material, art or copy furnished by Agency or Advertiser hereunder will at all times comply with all applicable federal, state and local laws and regulations.

4.6 Entire Agreement. This contract contains the entire understanding between the parties and cannot be changed or terminated orally. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter will govern. Failure of either party to enforce any of the provisions hereof will not be construed as general relinquishment or waiver of that or any other provision. All notices hereunder will be in writing, deemed given on the date of dispatch, and addressed to Agency and the Company at the addresses on the face hereof.

SCOPE OF SERVICE

Clear Channel Outdoor, Inc. will provide billboard services during the period February 1, 2012 through and including May 1, 2012 or as adjusted by approved formal request for a grant period change, program modification or grant extension. Any changes or deviations must be set forth in writing and approved by the COUNTY prior to implementation.

ENTIRE CONTRACT

This Contract constitutes the full and complete understanding between the parties concerning the Clear Channel Contract. This Contract shall not be amended except by a written instrument signed by both parties in accordance with the law.

The parties further agree to include the following language in all agreements, contracts, amendments to agreements and contracts, requests for proposals, requests for qualifications, notices and instructions to bidders and all applicable procurement documents:

By entering into this Contract, I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents that require COUNTY signatures may be executed by electronic means, and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if the signature was manually affixed to the paper version of the document. I also agree on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

INDEMNIFICATION AND LIABILITY

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each Party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in the Agreement shall impute or transfer any such responsibility from one to another.