

**OUTDOOR ADVERTISING CONTRACT**

**THIS OUTDOOR ADVERTISING CONTRACT** (the "**Contract**") is hereby entered into as of the Effective Date, as such term is defined herein, by and between (THE) LINDMARK COMPANIES having a principal office address of 2700 Technology Place, Norman, Oklahoma 73071 ("Lindmark"), and the undersigned and identified advertiser ( "**Advertiser**" ).

**WITNESSETH**

**WHEREAS**, pursuant to the terms and conditions stated in this Contract, Advertiser wishes to lease certain billboard locations from Lindmark for outdoor advertising purposes;

**NOW THEREFORE**, in consideration of the rental to be paid from Advertiser to Lindmark, as set forth hereinbelow, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Billboard Locations.** Advertiser hereby agrees to lease the Billboard Location(s) selected by it and as set forth on Schedule 1, which is attached hereto and incorporated herein.
2. **Term.** The length of this Contract (the "**Term**") shall be as determined by Advertiser and as listed on Schedule 1, which is attached hereto and incorporated herein. Should Advertiser not provide at least thirty (30) days advance notice of cancellation of this Contract prior to the expiration of the Term, this Contract shall continue on a four (4)-week period to four (4)-week period basis until either party provides the non-cancelling party with sixty (60) days' advance notice of cancellation. Upon five (5) days' advance notice to Advertiser, Lindmark may terminate and cancel this Contract as it relates to any Billboard Location(s) selected by Advertiser which become(s) unavailable due to reasons beyond Lindmark's control; provided, however, that in such instance(s) Lindmark shall provide Advertiser with replacement Billboard Location(s) of the same size(s), Rate(s), and general location(s) and allow Advertiser the right to relocate its advertisement(s) to such replacement Billboard Location(s) at no additional cost to Advertiser. Reasons beyond Lindmark's control shall include, but not be limited to, war, terrorism, riot, crime, acts of God (such as windstorms, fires, earthquakes, etc.), and acts of governmental or quasi-governmental bodies (such as eminent domain, restrictive covenants, zoning regulations, etc.).
3. **Additional Advertiser Selections.** Advertiser's additional selections as noted on Schedule 1 hereof are hereby incorporated in this Contract as if fully reproduced herein. Should any terms set forth on Schedule 1 conflict with this Contract, then the terms set forth on Schedule 1 shall control.
4. **Priority.** Lindmark treats its new advertisers equally and fairly. To be fair to our new advertisers, Lindmark has the following "first-come, first-served" priority policy (the "Priority Policy"). This Contract will only have priority as to the Billboard Locations chosen by Advertiser against other subsequent new advertisers whose signed contracts are received after Lindmark receives an original or electronic copy of the Contract signed by an authorized representative of Advertiser.
5. **Effective Date.** This Contract will become effective on the date (the "**Effective Date**") it is signed by Advertiser.
6. **No Cancellation.** Advertiser understands that by entering into this Contract, and pursuant to Lindmark's Priority Policy, subsequent advertisers will be excluded and prevented from advertising upon the Billboard Locations selected by Advertiser. By virtue of this Contract and Lindmark's Priority Policy, Advertiser recognizes Lindmark will lose prospective advertising business for such Billboard Locations. Therefore, except as otherwise noted herein, Advertiser understands it cannot cancel or terminate this Contract after the Effective Date and prior to the end of the Term.
7. **GUARANTY. SHOULD LINDMARK REQUIRE A GUARANTOR TO SIGN THIS CONTRACT, THEN THIS PARAGRAPH SHALL BE EFFECTIVE AS TO SAME. IN CONSIDERATION OF LINDMARK PROVIDING THE SERVICES TO ADVERTISER UNDER THIS CONTRACT, AND IN GUARANTEE OF THE PAYMENT FROM ADVERTISER TO LINDMARK OF ALL AMOUNTS DUE HEREUNDER, THE UNDERSIGNED "GUARANTOR" UNCONDITIONALLY AND CONTINUOUSLY, GUARANTEES FULL AND TIMELY PAYMENT OF ALL AMOUNTS DUE FROM ADVERTISER TO LINDMARK UNDER THIS CONTRACT, AND FURTHER PROMISES TO PAY TO LINDMARK, UPON DEMAND, ALL EXPENSES, INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN ENFORCING THIS CONTRACT AND GUARANTY. GUARANTOR AGREES THAT GUARANTOR'S OBLIGATIONS UNDER THE TERMS OF THIS GUARANTY WILL NOT BE RELEASED, DIMINISHED, IMPAIRED, REDUCED, OR AFFECTED BY ANY EVENT, CONDITION, OR CONTINGENCY EXCEPT UPON PAYMENT IN FULL OF ALL AMOUNTS OWED BY**

**ADVERTISER TO LINDMARK UNDER THIS CONTRACT. GUARANTOR WAIVES NOTICE OF ACCEPTANCE OF THIS GUARANTY, AS WELL AS ALL OTHER NOTICES OF ANY KIND RELATING TO THIS GUARANTY. GUARANTOR SPECIFICALLY WAIVES THE RIGHT TO REQUIRE LINDMARK TO PROCEED AGAINST ADVERTISER AND WAIVES THE RIGHT TO HAVE THE PROPERTY OF ADVERTISER OR OTHER PERSON FIRST APPLIED TO THE DISCHARGE OF THE AMOUNTS DUE UNDER THIS CONTRACT OR FIRST PROCEEDED AGAINST.**

- 8. Advertisements.** Lindmark reserves the right at any time to censor, reject, or withdraw any advertisement under this Contract. Advertiser agrees to defend, indemnify, and save Lindmark harmless from any and all expenses, loss, liability, claims, and demands arising out of the character, contents, or subject matter of any advertisement displayed pursuant to this Contract. The artwork, design, and digital files, including, but not limited to, the digital advertisement, created by Lindmark hereunder shall be and remain the property of Lindmark, excluding any tradenames, trademarks, or other preexisting intellectual property of Advertiser that appears in any of said artwork, design, and digital files. Such artwork, design, and digital files shall be retained by Lindmark for a period of four (4) years from the Effective Date. Any use of such artwork, design, and digital files, including, but not limited to, the digital advertisement, created by Lindmark hereunder without (The) Lindmark Companies prior written consent is strictly prohibited and shall subject the recipient to civil liability. If printing of the vinyl advertisement is separately paid for by Advertiser, the vinyl advertisement shall be the property of Advertiser, unless Advertiser becomes in default at any time during the Term or extension of the Term of this Contract. Should Lindmark agree to sell Advertiser the property rights to Lindmark's artwork, design, and digital files, including, but not limited to, any digital advertisement, Advertiser hereby grants royalty-free, perpetual permission to Lindmark for its use of any of the artwork, design, digital files, including, but not limited to, any digital advertisement, including referencing Advertiser, in any of Lindmark's marketing efforts, including, but not limited to, Lindmark's website(s); provided, however, that Lindmark shall have no further rights to the use of Advertiser's tradenames, trademarks, or other preexisting intellectual property.
- 9. Digital Billboards.** If Advertiser elects to lease time/space/spots ("Space(s)") on Lindmark's Digital Billboards, then the parties agree that Advertiser will receive the number of Spaces it notes on Schedule 1, with eight (8) being the total number of full advertising Spaces available on each digital advertising Face. Each full advertising Space is guaranteed to display 1,350 times each day on each board selected, which equals approximately every 64 seconds in a 24-hour period. Each half-Space is guaranteed to display 675 times each day on each board selected, which equals approximately every 128 seconds in a 24-hour period. Should Lindmark convert a Billboard Location, upon which Advertiser has an advertisement, to a Digital Billboard, then Advertiser may elect to either (i) convert, at no additional cost to Advertiser, its vinyl advertisement to a digital advertisement for display on the new Lindmark Digital Billboard with the parties terminating this Contract and entering into a new Digital Billboard Contract, with any prepayments under the Contract being credited to such new Contract; or (ii) relocate its vinyl advertisement to another available Lindmark Billboard Location of its choosing, keeping with the same size and Rate as the current advertisement, with the Contract otherwise remaining in full force and effect. If Advertiser chooses to relocate to another available Lindmark Billboard Location having a different size or different Rate than the current Advertisement, then Advertiser shall be liable for the cost of producing the new size of vinyl advertisement, and the new Rate will be charged accordingly.
- 10. Maintenance.** Advertiser agrees that, in instances that the Billboard Location is newly built, Lindmark is not responsible for the timing of when electricity is connected thereto. Lindmark will promptly request that the local electric company connect electricity to the Billboard Location, but Advertiser understands that Lindmark cannot control when such connection occurs. Any electricity outages will not result in any reduction of any amounts due from Advertiser hereunder. Advertiser should immediately notify Lindmark when light issues occur, and Lindmark agrees to fix light issues, unrelated to electrical outage, within seventy-two (72) hours, weather permitting, of receiving notice from Advertiser. Should Lindmark be unable to resolve the light issue and such issue is not related to electrical outage, then Lindmark, at its reasonable discretion, shall provide Advertiser with a credit of up to twenty percent (20%), depending upon time of the year, of the applicable Rate for the time period beginning on Lindmark's receipt of notice hereunder and ending upon Lindmark's resolution of the light issues or termination of this Contract, whichever occurs first. Also, Advertiser acknowledges that it has personally observed the visibility of the Billboard Location as existing on the Effective Date, or Advertiser has determined not to do so. Advertiser waives any claim relating to the visibility of the Billboard Location. Advertiser acknowledges that, depending on the season, certain trees and shrubs may be in or out of season, and therefore, the visibility of the Billboard Location may be impacted. Visibility may be impacted by vegetation that Lindmark is not legally authorized to prune. Consequently, Advertiser should assume that any surrounding vegetation will remain in proximity to the Billboard Location, and in the worst-case scenario, Lindmark will not be able to prune the vegetation. If Lindmark is legally authorized to prune vegetation that has an impact upon visibility, then it will do so within thirty (30) days' notice from Advertiser. Should Lindmark be unable or unwilling to prune such vegetation and such vegetation unreasonably limits visibility, then Advertiser may elect to relocate its advertisement to another available Billboard Location of the same size and Rate of its choosing, subject only to a removal charge for the existing Billboard Location and an installation charge for the new Billboard Location, with the Contract otherwise remaining in full force and effect. If Advertiser chooses to relocate to another available Billboard Location of a different size or a different Rate, then it shall be liable for the cost of producing a new vinyl advertisement for such size Billboard Location and for the increase in Rate, as applicable. Advertiser is responsible for replacing any damaged extensions and vinyl advertisements, except as such vinyl advertisement may be warranted under paragraph 19 hereinbelow. Lindmark provides no, and hereby disclaims any and all warranties, express or implied, with regard to extensions.

- 11. Billing.** The Term of the Contract, as set forth on Schedule 1, shall be calculated in weeks for both digital and vinyl advertisements. Advertisements will be billed every four (4) weeks. Invoices shall not be pro-rated, unless agreed upon by Lindmark, at its sole discretion. Invoices are due and payable within fifteen (15) days of the invoice date. It is the duty of Advertiser to be aware of all amounts it owes under this Contract and when such amounts become due. Advertiser shall be responsible for remitting payment(s) as due under the terms of this Contract. Billing under this Contract begins on that certain date set forth on Schedule 1, with such date being referred to as the "Billing Date". Should Advertiser determine to remit payment via credit card for any amounts due under this Contract, then Advertiser must complete a separate Credit Card Authorization form, which shall be incorporated herein. Lindmark shall charge Advertiser a three percent (3%) convenience fee on any amounts paid by Advertiser via credit card. Notwithstanding the foregoing, Lindmark will waive the three percent (3%) convenience fee for new customers on their initial production charges.
- 12. Advertiser Default.** Should any invoice not be paid when due or Advertiser is otherwise not in compliance with any term or condition of this Contract, Advertiser shall be in default. Upon payment default, Lindmark shall have the right to accelerate all amounts owed under this Contract to be due and immediately payable. Lindmark may proceed to collect all such amounts due hereunder. It is further agreed that failure of Lindmark to exercise this right of acceleration, or indulgence granted from time-to-time, shall in no event be considered as a waiver of such right of acceleration or prevent Lindmark from exercising such right. Notwithstanding any provision in this Contract to the contrary, if Advertiser fails to remit payment for an invoice when due, Advertiser will be charged the full amounts for all graphics design services, creation, printing, production, and installation. Invoices not paid when due shall bear interest from the date of such invoice at one and one-half percent (1 and 1/2%) per month or the maximum legal rate allowed under the law, whichever is greater. In addition to its other remedies, Lindmark shall have the right to remove any or all of Advertiser's advertisements, retain ownership of the vinyl advertisements, where applicable, re-lease the Billboard Location(s), and report the late payment to credit rating agencies. Should any part of the indebtedness under this Contract be turned over for collections to either a collections agency or an attorney, Lindmark shall be entitled to collect reasonable attorney's fees and all costs of collection. Advertiser agrees that in the event of default, Lindmark may proceed against Advertiser and any Guarantor(s), jointly and severally, for breach of this Contract. Advertiser hereby waives demand, presentment, protest, and all other notices of any kind whatsoever.
- 13. Lindmark Default.** If Advertiser believes that Lindmark has breached this Contract in any manner, Advertiser shall provide notice to Lindmark, and if such breach is capable of cure, then Lindmark shall cure same within thirty (30) days, weather permitting, unless a different time period is otherwise set forth herein. Should Lindmark be unable to cure such breach within the applicable time period, then Advertiser may elect to terminate this Contract, which termination shall be effective upon Lindmark's receipt of Advertiser's termination notice. Lindmark's maximum aggregate liability relating to any claims made regarding this Contract shall be limited to the total fees paid to it for the advertising services provided hereunder from the effective date of Advertiser's notice of breach until Lindmark's cure of such breach or Lindmark's receipt of Advertiser's termination notice, whichever occurs first.
- 14. Advertising Agency.** Should an advertising agency ("**Agency**") be entering into this Contract on behalf of Advertiser, then (a) Agency affirms and acknowledges it is entering into this Contract on behalf of Advertiser, having Advertiser's signed written approval and authority to so do, a copy of which shall be provided from Agency to Lindmark contemporaneously with execution of this Contract and (b) notwithstanding any term or condition to the contrary within this Contract the following shall apply: (i) this Contract shall expire at the end of the Term; (ii) invoices shall be due and payable within ninety (90) days of the invoice date; (iii) Advertiser shall have the right to terminate this Contract upon the provision of at least ninety (90) days notice to Lindmark; (iv) paragraph 7 shall be deemed to be deleted in its entirety; and (v) Advertiser shall be liable for all amounts due Lindmark under this Contract. Agency shall not be liable for any amounts due from Advertiser to Lindmark under this Contract except for amounts paid from Advertiser to Agency under this Contract.
- 15. Assignment.** This Contract may be assigned by Lindmark without the consent of Advertiser. Advertiser shall not assign or sublease this Contract without the prior written consent of Lindmark, which may be withheld for any reason or no reason at Lindmark's sole and absolute discretion.
- 16. Notices.** Any and all notices or other communications required or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given when: (a) personally delivered, (b) the date set forth on the return receipt as being received or refused when mailed by first class registered mail, return receipt requested, (c) by electronic mail one (1) day following read receipt acknowledgement, and/or (d) by facsimile one (1) day following acknowledgement of transmission. Such notice(s) or other communications shall be addressed to Advertiser as set forth on Schedule 1 and to Lindmark as follows:

(The) Lindmark Companies  
Attention: Business Development Department  
2700 Technology Place, Norman, OK 73071  
Telephone: 405-928-5800 • Facsimile: 405-928-5999  
Email: [info@lindmarkcompanies.com](mailto:info@lindmarkcompanies.com)

- 17. Time is of The Essence** Time is of the essence with respect to all provisions of this Contract.
- 18. Calculation of Time**. When calculating the period of time within which or following which any act is to be done or step taken under this Contract, the date which is the reference day in calculating such period shall be excluded and, if the last day of such period is not a business day (meaning for all purposes of this Agreement any day other than a Saturday, Sunday or a day which is a statutory holiday under the laws of the United States or the State of Oklahoma), the period shall end on the next day which is a business day.
- 19. No Warranties**. Except for any warranty specifically provided in this Contract and except for the one (1) year warranty for the initial vinyl advertisement provided under paragraph 5 of Lindmark's Print and Production Contract, Lindmark hereby expressly disclaims any other warranty, express or implied, available at law or in equity, including, but not limited to warranties of merchantability and fitness for a particular purpose.
- 20. Integration; Amendment**. This writing constitutes the entire agreement of the parties and supersedes any prior written or oral agreement between the parties with respect to the subject matter hereof and may not be modified, amended, or terminated except by a written agreement specifically referring to this Contract signed by all of the parties hereto.
- 21. Waiver**. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- 22. Binding Effect**. The undersigned signatories do hereby swear and affirm that such they have all due and necessary authority and power to execute this Contract on their respective party's behalf and that following such execution this Contract shall be binding upon and shall exist for the benefit of each party hereto, and where allowed its heirs, personal representatives, successors, and assigns.
- 23. Captions**. The paragraph headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of such paragraphs.
- 24. Counterparts**. This Contract may be executed in one or more counterparts, all of which taken together shall be deemed one original.
- 25. Electronic or Wet Signature and Copies**. The undersigned signatory for Advertiser and/or Guarantor understands and agrees that execution of this Contract may be by either (i) physically signing on the following signature page, (ii) affixing a digital signature on the following signature page, or (iii) typing in such undersigned signatory's name and clicking the "Submit" button in the online Ad Contract Approval, which is provided in conjunction and contemporaneously with this Contract and which is hereby incorporated within this Contract. Such signatory's physical signature, digital signature, or typed name shall constitute the signatory's legal signature and shall constitute an execution and delivery of this Contract by such signatory on behalf of Advertiser. Electronic and photocopy copies of this Contract shall constitute enforceable original documents.
- 26. Governing Law**. This Contract and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Oklahoma applicable to contracts made and to be performed therein, without reference to its conflict of law provisions. The venue of any action brought to enforce this Contract, the documents or agreements attached hereto, or the terms, conditions, or agreements hereof shall be brought only in Norman, Cleveland County, Oklahoma.
- 27. Waiver of Jury Trial**. In recognition of the higher costs and delay which may result from a jury trial, the parties waive any right to trial by jury of any claim, demand, action or cause of action (a) arising hereunder, or (b) in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect hereto, in each case whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise; and each party further waives any right to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived; and each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that any party hereto may file an original counterpart or a copy of this paragraph with the court as written evidence of this consent of the parties hereto to the waiver of their right to trial by jury.
- 28. Attorneys' Fees**. In the event that either party initiates an action to enforce any provision under this Contract, the prevailing party in such action shall be entitled to recover, in addition to the judgment, all costs, reasonable attorneys' fees and ancillary expenses incurred in pursuit of such action. Such total amount shall be included in the final award. The parties agree that in the event Advertiser defaults in payment and Lindmark files an action to recover amounts owed under this Contract, then Lindmark's attorney's fees shall be equal to thirty percent (30%) of the amount awarded it.

[Remainder of page intentionally left blank]

Contract #27446

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the date signed by Advertiser below.

**LINDMARK OUTDOOR (MEDIA)**

By:   
Trent Lindmark, President

**ADVERTISER / AGENCY:**

MUSKOGEE COUNTY HEALTH DEPARTMENT  
(Company Name)

On Behalf Of ADVERTISER \_\_\_\_\_  
(Advertiser Company Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Agency Name, if applicable)

**GUARANTOR:**

\_\_\_\_\_  
(Signature)

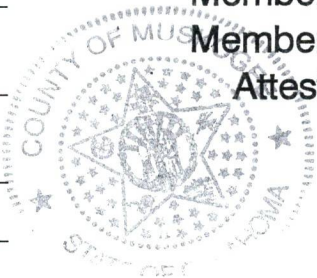
\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Email)

6<sup>th</sup> day of Jan 2025  
Chairman \_\_\_\_\_  
Member \_\_\_\_\_  
Member \_\_\_\_\_  
Attest \_\_\_\_\_  
County Clerk



Contract # 27446

Lindmark Office: Norman Office

Address: 2700 Technology Place Norman OK 73071

**SCHEDULE 1**

**ADVERTISER SELECTIONS**

1. Billboard Location

Face	Billboard Street Address or Description	Office	Face Size (in feet)	Illuminated	Illumination Rate	Rate for Each Face Digital OR Vinyl Basis	Total 4 Week Rate
434 Right Read Lower	1907 E. Main, NSFE, Westbound, in Stigler, OK	Norman Office	12' x 24'	Yes	\$0 Dusk To Midnight	\$400.00	\$400.00

2. Billing via (check one):             email         regular mail

3. The Term of the contract shall be for 18 weeks beginning on the 27 day of January, 2025, and ending on the 1 day of June, 2025.

4. The billing Date shall be January 27, 2025

5. Name:                                TINA JOHNSON

6. Title:

7. Billing Address:        530 S 34TH ST, MUSKOGEE, OK 74401

8. Phone:                                9189122151

9. Fax:

10. Billing Email Address: AMANDACH@HEALTH.OK.GOV

11. Correspondence Email Address: JENNIFERBA@HEALTH.OK.GOV

12. Accepted by Authorized Representative

13. Date Executed:

14. Special Provisions