AGREEMENT BETWEEN

DISTRICT AND CONTRACTOR FOR

OUTDOOR ADVERTISING SERVICES

This agreement, made on the 6th day of November 2023, by and between Beaufort County School District (BCSD) and Adams Outdoor Advertising(Contractor).

The Project is to provide outdoor advertising services for BCSD.

The parties hereto do agree as follows in consideration of the mutual promises, covenants and agreements as hereinafter set forth.

1. **TERMS AND CONDITIONS.** Contractor certifies that the scope of work/specifications and all terms and conditions within the BCSD Invitation for Bid (IFB) #24-005 solicitation shall be made part of the Contract as if incorporated therein.

2. **SCOPE OF WORK.** The contractor shall provide all materials, labor, tools, and supervision to perform outdoor advertising services.

3. **TERM.** This Agreement shall commence on date of the agreement and the base term of the agreement shall be for one (1) year. BCSD has the option to renew the agreement for four (4) one-year extensions, for a total of five (5) years. Extensions beyond the five (5) year period require approval of the BCSD Superintendent.

4. **COMPENSATION**. BCSD shall pay the Contractor for outdoor advertising services per the price list shown in Exhibit A.

5. **INDEPENDENT CONTRACTOR.** The relationship of the Parties hereto shall at all times be that of independent contractor. Nothing in this relationship will

create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.

6. **DISPUTE RESOLUTION**. All disputes between the parties hereto under this Agreement must be resolved pursuant to the procedures of the Procurement Code of BCSD.

7. **NOTICES**. All notices, consents, approvals and the like required to be given hereunder shall be given in writing to BCSD at P.O. Drawer 309, Beaufort, S.C. 29901-0309 or to such other address as BCSD shall designate. All notices to the Contractor shall be given to Adams Outdoor Advertising at 174 Boardwalk Drive Suite K, Ridgeland, S.C. 29936.

8. **WHOLE AGREEMENT**. This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject contained herein, supersedes all prior agreements and understandings, whether written or oral, and may only be modified by an amendment executed in writing by both parties.

The Parties hereto have duly executed this Agreement on the date first set forth above.

AGREED:

Adams Outdoor Advertising

By: Elizabeth Mitchum

Elizabeth Mitchum,
General Manager

Beaufort County School District

By: _____

Dr. Frank Rodriguez,
Superintendent

EXHIBIT A

BEAUFORT COUNTY SCHOOL DISTRICT

IFB #24-005

Billboard#	Location	Size	Base Cost
70082	HWY 21 South of MCAS	10'4.5"x22'7.5"	$2,700
70352	HWY 21 North of MCAS	10'4.5"x22'7.5"	$1,200
W9472	HWY 170 Okatie	10'4.5"x22'7.5"	$1,200
W8881	HWY 170 Okatie	23x23	$3,000
902A	Ribaut Road	8x16	$2,000
	Total for 1 Period (4 weeks)		$10,100
	Total for 13 Periods (1 year)		$131,300

Please list out additional cost below such as embellishments, design, vinyl etc.

Vinyl (4 times annually) $ 6,696

Capture ($2,500 per period) $ 32,500

Total Annual Cost of Campaign $ 170,496

adams

2023-11-02 08:37 21 1658-3

CONTRACT FOR OUTDOOR ADVERTISING

CONTRACTED BY:		ON BEHALF OF ADVERTISER:	
CUSTOMER #	4503 014_9140033	CUSTOMER #	
NAME	Beaufort County School District	NAME	
ADDRESS	P.O. Drawer 309 Attn: Reggie Deas 2900 Mink Point Blvd	ADDRESS	
CITY/STATE/ZIP	Beaufort, SC 29901-0309	CITY/STATE/ZIP	
CONTACT		CONTACT	
EMAIL ADDRESS	deirdre.appleby@beaufort.k12.sc.us	EMAIL ADDRESS	
PHONE #		PHONE #	
P.O.#			
ADVERTISER	Beaufort County School District		

Qty	Product Description	Illum	Size	Term in 4-week Periods	Service Dates	Production Rate	Rate Per Period
1	BFT70082, Poster, S at O of MCAS, US 21 0.3 mi N/O SR 280 WS, N/F, Regular	Yes	10'4.5 x 22'7.5	13	11/06/2023 - 11/03/2024		2,700.00
1	BFT70352, Poster, N at O of MCAS, US 21 0.2 mi N/O Detour Rd WS, Right, N/F, Regular	No	10'4.5 x 22'7.5	13	11/06/2023 - 11/03/2024		1,200.00
1	BFTW9472, Poster, SOB, SR 170 0.2 mi E/O Old Baileys Rd SS, W/F, Regular	Yes	10'4.5 x 22'7.5	13	11/06/2023 - 11/03/2024		1,200.00
1	BFTW8881, Bulletin, SOB, SR 170 0.1 mi E/O S-27-162 NS, W/F, Regular	Yes	23'3 x 23'	13	11/06/2023 - 11/03/2024		3,000.00
1	BFT920A, Bulletin, S at O of MCAS, Ribaut Rd 200 ft E/O Richmond Ave SS, E/F, Regular	No	8' x 16'	13	11/06/2023 - 11/03/2024		2,000.00
1	CAPTURE-DATA-BEAUFORT, Capture Data, , CAPTURE-DATA-BEAUFORT,, Regular			13	11/06/2023 - 11/03/2024	0.00	2,500.00
1	Rotation		' x '		11/06/2023	6.696.00	0.00
		Amount Per Period (Net)					**$12,600.00**
		Estimated Production (Contract) TOTAL Additional Production May be Ordered Upon Request.				**$6,696.00**	
		Grand Total (Net)					**$170,496.00**

Notes:
Production ordered 4 times annually

Buyer, as used herein, includes both the actual advertiser and the advertising agency, and all obligations hereunder of the Buyer shall be the joint and several obligations of the advertiser and the agency. Buyer agrees to pay by cash the per flight rate upon receipt of invoice. Buyer agrees to pay a late charge of two (2%) percent on the unpaid balance for any amount fifteen (15) days past due. This order is signed and accepted subject to the terms and conditions stipulated on all pages of this contract, which are all of the agreements and representations as to this contract made by either party hereto. This agreement herein shall not be binding until signed by the Adams Outdoor. This contract is signed and accepted subject to the terms appearing above and on page 2 of 2.

Advertiser:

Signature: _____

Printed Name: _____ **Date:** _____

Agency:

Signature: _____

Printed Name: _____ **Date:** _____

Adams Outdoor Signature: Elizabeth Mitchum **Name:** Elizabeth Mitchum **Date:** Nov. 2, 2023

FOR INTERNAL USE: (C)

Account Executive
Liz Mitchum
174 Boardwalk Drive Suite K
Ridgeland, SC 29936
Ph#: (843) 548-0818 x4710

Mailing Address
Adams Outdoor
174 Boardwalk Drive Suite K
Ridgeland, SC 29936
Ph#: (843) 645-4200 Fax#: (843) 645-4201

TERMS AND CONDITIONS

INTRODUCTION: The terms and conditions set forth below are part of the Contract between you and us. We are an advertising company, we attempted to make it a little more enjoyable to read, and put it in our own voice where we could, but It Is a legal document so some of the language is necessarily "legalese." It describes the services we will provide to you, how we will work together, and other aspects of our business relationship. These terms are so important that we cannot provide our products and services to you unless you agree to them, so please read them carefully. By signing the Contract, you are agreeing to all of these terms and conditions, regardless of whether you have read them.

DEFINITIONS:

"We," "our," or "us" means: Adams Outdoor , and its successors and assigns.

"You" or "your" means: the advertiser and any Advertising Agency, Agent, or buying service named in the Contract. Message means: the point you are trying to convey to the consumer through words, pictures, and images.

Display means: (1) the sign(s) or technology used for the visual presentation of your message; (2) the actual visual presentation of your message to the consuming public.

ADVERTISING MESSAGE: We need time to display your message. If you are creating and providing the message, you must provide it to us at least 15 days before the Contrat start date. If we are creating and providing the message, you must approve one of our proposals at least 15 days before the Contract start date. The Contract start and end date will not change if you fail to meet these deadlines. Because we are members of the communities In which we do business, we have the right, at any time, and even after your message has been displayed, to change, reject, or stop display of your message i f we believe the message Is unlawful, hurtful, or harmful to you, the community, or us.

INSTALLATION: We Intend to display your message on the Contract start date, but things happen that are beyond our control-like that pesky weather. Because of this, If we display your message within 5 working days of the Contract start date, and continue to display your message for at least 25 days for each contracted display period, no credit shall be due. If we fail to meet any of these deadlines or time periods, we will Issue you a prorated credit.

PRODUCTION: It costs money for us to produce your message, and those costs are your responsibility. If you are providing the materials to display your message, we need all those materials at least 15 days before the Contract start date (because we need time to display your message, remember?). Again, the Contract start and end date will not change if you fail to meet this deadline.

OWNERSHIP: If we created, produced, or supplied something to you as part of this Contract (even if you paid for It through a third-party) , it belongs to us until infinity and beyond. If you created, produced, or supplied something as part of this Contract, It belongs to you until infinity and beyond. We will be honest with you; the purpose of this paragraph is to prevent you from taking what we create, produce, or supply and displaying it with someone else or on your own. You cannot do that. And, all of this applies doubly for any message created, produced, or supplied as part of our online services. If you own the display because of this paragraph, we will hold It for you for up to 7 days, so come get it before then. If we own the display because of this paragraph, or If you do not timely retrieve the display from us, we will do what we please with it-like turn It into an evening gown for a fashion show. Don't believe us, see https://jonriley.myportfolio.com/outdoor-ls-In and https://www.youtube.com/ watch?v=4vSSvYFgPjw

LIMITATION OF LIABILITY: We are relying on you to get your message right; please proofread it carefully. Once you approve the message (in writing or verbally), you assume all liability for any errors, omissions, violations of laws or rules, violations of license or permissions, third -party claims for infringement or damages, etc , related In any way to the message and its display, unless we make an error In producing or displaying it that varies materially from what you approved. You agree to notify us of any material error we made In producing or displaying the message you approved within 36 hours after the message Is first displayed. If we do make such an error In producing or displaying the message you approved, and you notify us timely, here is how we will make It right-we will produce and display a corrected message for the balance of the display dates under the Contract, plus a period of time equal to the number of days that the erroneous message was posted. That is it. You agree to this "make right" remedy as your sole remedy against us based on a claim that we made an error in producing or displaying your message that varies materially from what you app roved. For any other claim, you agree that our total liability to you is limited to the amount you paid us under this Contract during the 12 months preceding the event giving rise to your claim. Finally, you agree that in no event will we be liable to you for any consequential, Indirect, Incidental, punitive, special, or exemplary damages whatsoever, and you knowingly and expressly are waiving the right to make any claim against us for any such damages.

CREDIT: Even though we have no obligation under the Contract to offer credits to you, a situation may arise where we both mutually agree that It makes sense for you to receive a credit. Any credit Issued will be based on the per period rate under the Contract, prorated daily.

ILLUMINATION: Some of our billboards have lights! Unless the Contract provides otherwise, If you have contracted for multiple displays, we will attempt to allocate your displays among Illuminated and non-Illuminated locations In rough proportion to the percentage of Illuminated/non- Illuminated locations for each media type In the relevant market area. When a location has lights, we strive to provide Illumination from dusk to midnight, and we charge you more to be lit until dawn, but local governments sometimes restrict our ability to light up your message to certain hours of the night. If one or more of your displays loses Illumination due to any temporary condition not covered by the "Disaster Contingency" below, or not caused by local governmental restrictions, we may Issue you a credit at a rate of 20% of the per period rate under the Contract, prorated daily.

DISASTER CONTINGENCY: We think God likes billboards (If you do not believe us, watch the movie Oh God Book III), but natural events beyond our control called "Acts of God" (hurricanes, tornados, windstorm, locust plagues, a zombie apocalypse, end of the world (you get it)-sometimes damage or destroy a billboard or two. If an Act of God should happen to one or more of your messages, or If we remove your message In advance of a forecasted Act of God, and the display Is Interrupted for a period of more than 5 days, then, at our discretion, we may provide you with an extension of the display period for the Interrupted message equal to the period of time the message was not displayed. So, If a horde of rowdy zombies tears down a billboard displaying your message, and we do not fix that billboard for 10 days, we may extend your display period for 10 days. We do reserve, however, the right to move your message to a new display location of similar market value, and out of the way of any lingering zombies. In any event, an Act of God Is not a breach of Contract by us (and does not terminate the Contract); we did not do It, God did.

OTHER CONTINGENCIES/LOSS OF DISPLAY LOCATION: Other things happen: strikes; shortages of labor or materials; changes In laws, rules, regulations, or ordinances; expiration or termination of our lease rights for a location; the Cubs winning the World Series; etc. If any of these other contingencies causes an Interruption In the display of your message, or a complete loss of a display location for any reason, you agree the same Is not a breach of Contract by us, and that the Contract does not terminate. Contingencies of this type entitle you to an extension of your display period for the Interrupted message equal to the period of time the message was not displayed. In the event of a complete loss of a display location, we will move your message to a new display location of similar market value In addition to extending your display period as we Just said we would.

DIGITAL DISPLAYS: Here Is something you may not know about us. As members of the communities In which we operate, digital displays allow us to partner with the FBI (and other members of federal, state, and local law enforcement) and emergency services providers to display real- time Information about national, regional, or local emergencies, or to display other messages concerning public safety and welfare. In fact, the FBI reports that as of 2018, It has resolved 57 cases due to tips prompted by digital billboard publicity. Because the partnership Is so successful, we need to reserve up to 10% of our digital display time for it. That means we can only promise to display your digital message 90% of the contracted for display time per period. Sometimes we have the opportunity to convert an existing display location to a digital display location. If we take advantage of such an opportunity where your static message Is currently displayed, we will give you 14 days' notice prior to the conversion and give you the first option to continue your message on the new digital display at prevailing market rates. If you do not exercise that option, and your Contract has not expired, then the Loss of Display Location rules apply.

EMBELLISHMENTS (otherwise known as the part of the message extending out of the top, sides, or bottom of the billboard): Unless we agree otherwise, In writing, we own all embellishments.

PAYMENT TERMS: We should not have to remind you, but yes, you have to pay us the amount stated In the Contract on the terms stated in the Contract. Those general terms are as follows: the contracted payment amount is due within 30 days of the date of any Invoice we provide to you, unless we agree to different payment terms In writing. If you do not pay us any amounts due under the Contract when you said you would, the following unpleasant things will happen: (a) you will owe us the full Contract amount Immediately; (b) any past due amounts shall be charged Interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less; (c) we can, at our choosing, refer your account and this Contract for collection, If we do that, then you shall also pay all collection costs we incur, Including attorney fees and court costs; and (d) we can, at our choosing, terminate the Contract (except for your payment obligations thereunder) and remove your messages from the contracted display locations and re-lease those dtsplay locations to other advertisers, without offsetting any amounts you owe to us. Some final legalese here: TOTAL CONTRACT AMOUNT QUOTED IS FOR PAYMENT IN CASH OR ITS EQUIVALENT. PAYMENT MADE, IN WHOLE OR IN PART, BY CREDIT CARD SHALL BE SUBJECT TO A THREE PERCENT (3%) SURCHARGE, WHICH AMOUNT IS NOT GREATER THAN OUR COST OF ACCEPTANCE.

ASSIGNMENT: We contracted to do business with you, not with someone else; therefore, you may not assign this Contract, in whole or in part, without our prior written consent. We may assign this Contract, In whole or In part, In our sole discretion.

TRANSPARENCY: If you are an Advertising Agency, you agree to provide your client with the actual rates we are charging you under this Contract. This transparency Is Important to us when It comes to our reputation and goodwill In our business.

INTEGRATION: WE ARE NOT BOUND BY ANY STIPULATION, REPRESENTATION OR AGREEMENT, VERBAL OR OTHERWISE, WHICH ARE NOT PRINTED OR WRITTEN IN THIS CONTRACT. THIS CONTRACT REPRESENTS A COMPLETE INTEGRATION OF ALL PRIOR NEGOTIATIONS. ANY MODIFICATION OF THIS CONTRACT SHALL BE IN WRITING IN ORDER TO BE ENFORCEABLE.