

Duluth  
P.O. Box 16030  
Duluth MN 55816-0030  
PHONE: 218-628-2301  
FAX: 218-628-0364

THE **LAMAR** COMPANIES  
**Contract**

Date: 03/15/2010  
New/Renewal: NEW

Contract No. **1253677**

Customer Name: AMERICAN INDIAN CULTURE CENTER Advertiser: AMERICAN INDIAN CULTURE CENTER  
Street Address: \_\_\_\_\_ Cust. A/C #: 521109-0 Nat'l/Local: LD  
Mailing Address: 215 N 1ST AVENUE E Term: \_\_\_\_\_ Service Date: 03/22/2010  
City: DULUTH State: MN Zip: 55802 Contact Person: BOB MILLER  
Phone: 218 3368700 Campaign: \_\_\_\_\_  
Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Total Campaign Investment \$250.00 Rotary/Perm: \_\_\_\_\_

**DigitalPosters**

Company #: 142 Investment Per Billing Period: \$250.00 Market: DULUTH Market Code: 1  
Local AE: BWB9738-Benjamin Blais Alt. AE: \_\_\_\_\_ PO #: \_\_\_\_\_  
Design: \_\_\_\_\_ Imprint: \_\_\_\_\_  
Guaranteed Spots Per Day: 1249 No. of Displays: 1

Panel	Location Description	Size of Display	# of slots purchased	Investment Per Billing Period
501	418 E. CENTRAL ENTRANCE	10' 6" x 22' 9"		\$250.00 USD
<b>Grand Totals:</b>				

  

Panel	Location	Size	Illum	Investment Per Billing Period
501	418 E. CENTRAL ENTRANCE	10' 6" x 22' 9"	YES	\$250.00 USD
<b>Service Dates for 2010</b>		03/22-04/18		

**Investment Schedule**

Year	Period	Total Investment
2010	03/22-04/18	\$250.00

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Contract No. 1253677

The terms on all pages 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 all pages of this contract.

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

ACCOUNT EXECUTIVE: \_\_\_\_\_

COMPANY: Duluth \_\_\_\_\_

CUSTOMER/ADVERTISER: ISD 709  
DATE: 3/18/10  
BY: [Signature]  
CUSTOMER/ADVERTISER SIGNED BY

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

ACCEPTED: \_\_\_\_\_ THE LAMAR COMPANIES  
DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
GENERAL MANAGER

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.

Buying Service: \_\_\_\_\_ Cust A/C: 521109-0 Nat'l/Local: LD  
Agency: \_\_\_\_\_ Street Address: \_\_\_\_\_  
Date: \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
By: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Signed By: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

STANDARD CONDITIONS

I. General Conditions

- 1. On initial installation, if is requested by Advertiser to submit art work, then art work submitted by shall be approved or substitute art work shall be furnished by Advertiser within ten (10) days after submission. In the case of default in furnishing or approval of art work by Advertiser, then the date of for purposes of commencement of the first invoice shall be deemed to occur on the date on which the various spaces are available for service.
- 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 or produced pursuant to this contract.
- 3. 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, or maintenance, 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.
- 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 advertising contracted for herein; provided, however, that such discontinuance shall not relieve the Advertiser or agency of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1 1/4% 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 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.

II. Digital Conditions

- 1. 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.

2. 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.
3. Net cash payment is required thirty (30) days after the date of billing.
4. 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 four week advertising space billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00 p.m.
5. All contracts are non-cancelable by Advertiser.
6. Lamar will strive to provide advertisers with 100% of the time they contract. However due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. For purposes of determining whether a credit is due pursuant to paragraph 4 above, the average number of guaranteed spots per day will be measured over the duration of the contract, e.g., during a four week contract, the available spots during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available spots, then no credit will be due.
7. Digital Art files should be supplied by the advertiser to Lamar within a reasonable amount of time before post date to allow network administrator to approve artwork and post.
8. Advertiser shall not sublet, resell, transfer, donate or assign any advertising spots without the prior written consent of Lamar.

III. **Special Considerations:**

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IV. **Special Provisions:**

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**London Road Rental Center**  
 1710 London Road  
 Duluth, MN 55812  
 www.londonroadrental.com

**Status: Reservation**  
 Contract #: 64927  
 Reserved Date: Sat 5/15/2010 9:00AM  
 Operator: CATHY KORTESMAKI

Customer # 14840

**DULUTH CENTRAL HIGH SCHOOL**  
 800 E CENTRAL ENTRANCE  
 Duluth, MN 55811

218 723-2130

Contract Info: LISA POST 733-2130 EXT 212

Job #: PROM

Qty	Key	Items Rented	Part#	Status	Date Due	Price
24	DANCEFLOOR	DANCE FLOOR, 3'X4' SECTIONS 16 X 18 FT DANCE FLOOR		Reserved	5/17/2010 10:00AM	\$232.80

Qty	Key	Items Sold	Part#	Status	Each	Price
1	LABORCLEAN	CLEANING CHARGE LABOR Begin at 5/15/10 9:00am		Selling	\$0.00	\$0.00

**PICKUP**

**Pickup Date:** Mon 5/17/10 10:00 AM  
**Address:** 800 E CENTRAL ENTRANCE ; Duluth, MN 55811

**Contact:**  
**Phone:** -

SPIRIT MOUNTAIN BEAR PAW (LARGE ROOM) - WILL BE SET UP THE WEEK BEFORE SO ONLY NEED TO TAKE IT DOWN ON MONDAY.

**Please call with any changes**

**RENTAL CONTRACT**

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 1/2 of the total amount may be charged if reservation is cancelled within 72 hours of the scheduled "time and date out".

I certify that I have read and agree to all terms of this contract.

**SIGNATURE:**   
 \_\_\_\_\_  
**DULUTH CENTRAL HIGH SCHOOL**

<b>Rental:</b>	<b>\$232.80</b>
<b>Damage Waiver:</b>	<b>\$17.46</b>
<b>Sales:</b>	<b>\$0.00</b>
<b>Delivery Charge:</b>	<b>\$0.00</b>
<b>Misc. Charges:</b>	<b>\$0.00</b>
<b>Subtotal:</b>	<b>\$250.26</b>
<b>TAX EXEMPT:</b>	<b>\$0.00</b>
<b>TOTAL:</b>	<b>\$250.26</b>
<b>PAID:</b>	<b>\$0.00</b>
<b>AMOUNT DUE:</b>	<b>\$250.26</b>

Duluth  
P.O. Box 16030  
Duluth MN 55816-0030  
PHONE: 218-628-2301  
FAX: 218-628-0364

THE **LAMAR** COMPANIES  
**Contract**

Date: 02/24/2010  
New/Renewal: NEW

Contract No. **1243636**

Customer Name: <u>CENTRAL HIGH SCHOOL</u>	Advertiser: <u>CENTRAL HIGH SCHOOL</u>
Street Address: _____	Cust. A/C #: <u>519971-0</u> Nat'l/Local: <u>LD</u>
Mailing Address: <u>800 EAST CENTRAL ENTRANCE</u>	Term: _____ Service Date: <u>02/27/2010</u>
City: <u>DULUTH</u> State: <u>MN</u> Zip: <u>55811</u>	Contact Person: <u>JOANNA WALTERS</u>
Phone: _____	Campaign: _____
Fax: _____	Email: _____
Total Campaign Investment: <u>\$300.00</u>	Rotary/Perm: _____

**DigitalPosters**

Company #: 142 Investment Per Billing Period: \$300.00 Market: DULUTH Market Code: 1  
Local AE: ZZZZ142- HOUSE Alt. AE: \_\_\_\_\_ PO #: \_\_\_\_\_  
Design: \_\_\_\_\_ Imprint: \_\_\_\_\_  
Guaranteed Spots Per Day: 1249 No. of Displays: 1

**LDD Package Name**

Panel	Location Description	Size of Display	# of slots purchased	Investment Per Billing Period
501	418 E. CENTRAL ENTRANCE	10' 6" x 22' 9"		\$300.00 USD
<b>Grand Totals</b>				

Panel	Location	Size	Illum	Investment Per Billing Period
501	418 E. CENTRAL ENTRANCE	10' 6" x 22' 9"	YES	\$300.00 USD
<b>Service Dates for 2010</b>		02/27-03/26		

**Investment Schedule**

Year	Period	Total Investment
2010	02/27-03/26	\$300.00

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Contract No. 1243636

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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 all pages of this contract.

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

ACCOUNT EXECUTIVE: \_\_\_\_\_
COMPANY: Duluth \_\_\_\_\_
CUSTOMER/ADVERTISER: \_\_\_\_\_ DATE: 5-26-10
BY: \_\_\_\_\_ CUSTOMER/ADVERTISER SIGNED BY

This contract is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Outdoor Advertising Company.
ACCEPTED: \_\_\_\_\_ THE LAMAR COMPANIES
DATE: \_\_\_\_\_ BY: \_\_\_\_\_ GENERAL MANAGER

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.

Buying Service: \_\_\_\_\_ Cust A/C: 519971-0 Nat'l/Local: LD
Agency: \_\_\_\_\_ Street Address: \_\_\_\_\_
Date: \_\_\_\_\_ Mailing Address: \_\_\_\_\_
By: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Signed By: \_\_\_\_\_ Email Address: \_\_\_\_\_
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

STANDARD CONDITIONS

I. General Conditions

- 1 On initial installation, if is requested by Advertiser to submit art work, then art work submitted by shall be approved or substitute art work 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.
3 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, or maintenance, this contract shall not terminate.
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 advertising contracted for herein;
5 This contract, all 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.

II. Digital Conditions

- 1. Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this **30th day of March, 2010**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Duane E. Byrd**, an independent contractor, hereinafter called Contractor. Contractor Social Security number: **██████████**

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of April 1, 2010, and shall remain in effect until June 30, 2010, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Services to be rendered:

- Liaison work with African Americans Men's group and community development.
- Academic and athletic support to children of color
- Parental advocacy on behalf of children of color

3. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,500.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. Contractor shall be paid \$1,000.00 upon approval of this contract, by providing the finance office with required approved paperwork by Thursday noon could result in payment being available the following Tuesday. Contractor shall request reimbursement of \$1,000.00 on or after May 1, 2010 and the balance of \$500.00 at the end of the contract, using the District Invoice attached as Attachment A. This invoice must be submitted within 30 days of the end of the month being billed for.

5. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

