

1990 North California Blvd, Suite 830 Walnut Creek, CA 94596

Toll Free: 1-877-544-OUTDOOR (6883) Direct: 925-684-4952 Fax: 925-684-4953 www.NationalOutdoorMedia.com

ADVERTISING AGREEMENT

ADVERTISING AGREEMENT

The following Advertising Agreement confirms the provision of the following outdoor media/advertising:

CLIENT NAME:	Mendocino County Behavioral Health and Recovery Services	NOM REP: Rober	t Kimball
Billing Contact	Joy Beeler		
Address	1120 S. Dora Street	-	
City	Ukiah	Space:	\$14,000.0
State	CA		
Zip Code	95482	Production:	\$2,106.0
Phone	707-472-2332		
E-Mail	beeleri@mendocinocounty.org_	TOTAL NET:	\$16,106.0
Artwork Contact / Email	Joy Beeler / beelerj@mendocinocounty.org	L	
Campaign/Market	Mental Health / Drug and Alchol		
Advertiser	Mendocino County Behavioral Health and Recovery Services		

MEDIA / PRODUCT	QTY	SIZE (HxW)	# of Periods	Period Type	Rate per Period	Start Date	End Date	Artwork Due Date	TOTAL Net Rate
Static Billboard on Hwy 101	1	12'x24'	2	4-Week	\$3,500	5/23/22	7/17/22	5/9/22	\$7,000.00
Static Billboard on Hwy 101	1	12'x24'	2	4-Week	\$3,500	5/23/22	7/17/22	5/9/22	\$7,000.00
Production, Shipping, Install	2								\$2,106.00

BOARD LOCATIONS:		
Location Description	Facing	
wy 101 10 ft N/O Plant Rd. W/S F/N	N	
wy 101 630 ft N/O Plant Rd. W/S F/N	N	

This advertising agreement confirms the purchase of the above outlined outdoor media advertising. The undersigned hereby acknowledges and agrees to this agreement, the following terms and conditions, and any addendum if applicable. National Outdoor Media must receive payment as outlined on the following page under "payment terms" as well as artwork on due date in order to provision media per the noted start date. Sign, date, and return to National Outdoor Media for processing. FAX - 925-684-4953

Signature Date

Jenine Miller, Director

Printed Name

Title

Page 1 of 2

Terms & Conditions- National Outdoor Media, LLC Advertising Agreement

National Outdoor Media, LLC - Term & Conditions

National Outdoor Media, LLC ("NOM") is hereby placing and executing advertising noted herein on behalf of the client ("Client") and advertiser ("Advertiser") named on the face of this agreement. The client ("Client"), if an advertising agency, represents that it has the authority to act and is acting as agent for stated advertiser. The Client accepts this agreement on behalf of Advertiser & hereby agrees it shall be governed by the following conditions:

Payment terms: Payment due in full at artwork submission due date

If payment is due prior to program commencement, production may be delayed until payment terms have been met.

Client & Advertiser are jointly and severally liable for payment of sums due hereunder, however, NOM will not seek payment from Client, unless and until Client becomes insolvent or delinquent in its payments to NOM, at which time, without relieving Client of liability, NOM will then look to Advertiser. If Client fails to pay any invoice when due, in addition to amounts payable thereunder, NOM will be promptly reimbursed its collection costs, including reasonable attorneys fees, plus a monthly service charge at the rate of one and one half (1 1/2%) percent per month of the outstanding balance of the invoice, or if less, to the maximum extent permitted by law. Upon default, at the option of NOM, and unless balance is promptly paid, NOM may, at its option, delay production and/or discontinue without notice the advertising contracted for herein; provided, however, that such discontinuance shall not relieve the Client of the contract indebtedness,

Artwork: Unless otherwise stated in the Additional Instructions of page 1 of this agreement, Production of finished display materials will be from one creative layout per media size.

Authorization: Client authorizes NOM to obtain credit information to assist in determining whether to accept this contract. This contract shall be deemed enforceable only upon written acceptance by NOM in the place provided. Following such acceptance, this contract shall be binding upon and insure to the benefit of the parties hereto and to their respective heirs, successors, administrators and permitted assigns. Notwithstanding the terms of the "Payment Terms" paragraph, at the option of NOM exercised in writing, NOM may require payment in advance of some or all charges due from Client under this contract.

Indemnificatian: Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective offices, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees and agents, such individuals are acting within the scope of their employment or agency, as applicable.

Force Majeure: Neither party shall be liable for any delay nor failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the parties reasonable control. Performance times under this Agreement may be extended for a period of time equivalent to the time lost due to any such delay or failure which is excusable hereunder. In the event of termination or cancellation due to a force majeure event, financial obligations may still remain under the contract.

Venue: Any litigation arising out of this Agreement shall be filed in the appropriate Court of jurisdiction in Orange County, California Additional Provisions: This Agreement, and all additional pages, constitutes the entire agreement between NOM and Client. NOM shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by NOM of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision. This contract shall be governed in all respects by the laws of the State of California, notwithstanding conflict of law provisions. Any images acquired in the execution of the media specified in this Agreement may be used by NOM for promotional purposes. All posting periods begin within five (5) days of scheduled start date, unless otherwise noted. Production is limited to one 1 creative per media unless stated otherwise.

Non-traditional street media / guerilla marketing campaigns are not a media that secures a permit by any local or federal governing body; these campaigns are designed to surprise and engage target audiences in an unexpected way. As a result, there are no permits and the strategy can be affected by various unforeseen factors, such as security & weather. These campaigns can potentially be moved from their preferred locations; alternate plans and locations are suggested as a backup. Client hereby acknowledges and accepts that NOM must take safety precautions with the use of, preparation, positioning, and loan out of said Equipment and Services, including precautions pertaining to weather conditions and/or natural conditions, as deemed appropriate. Payment terms and conditions as previously set forth still apply. Any time loss or delay will be managed by shifting hours or adding extra time if applicable and completing the campaign as outlined. Additional charges may apply.

PAYMENT REMITTANCE ADDRESS:

1990 North California Blvd. Suite 830 Walnut Creek, CA 94596

Or Pay Online on our About Us page

PayPall

COMPANY NAME

PRINTED NAME

SIGNATURE

DATE

Sign and Fax back to 925-684-4953 or Scan and email to:

contact@nationaloutdoormedia.com

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: See Page 3B	By: See Page 3B
Jenine Miller, Psy.D., BHRS Director	SIGNATURE
Date:	Date:
Budgeted: X Yes No	NAME AND ADDRESS OF CONTRACTOR:
Budget Unit: 4051	National Outdoor Media
Line Item: 86-2189	1990 N. California Blvd. Suite 830
Org/Object Code:	Walnut Creek, CA 95496
Grant: Yes No	(925)684-4952
Grant No.:	rsk@nationaloutdoormedia.com
By: TED WILLIAMS, Chair BOARD OF SUPERVISORS Date: 10/18/2022	By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement
ATTEST: DARCIE ANTLE, Clerk of said Board	COUNTY COUNSEL REVIEW:
1	APPROVED AS TO FORM:
Deputy 10/18/2022	CHRISTIAN M. CURTIS, County Counsel
I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.	By Charlotte Scott
DARCIE ANTLE, Clerk of said Board	Deputy
By: Arap	Date:
Deputy 10/18/2022	
INSURANCE REVIEW:	EXECUTIVE OFFICE/FISCAL REVIEW:
By Risk Management	By: Deputy CEO or Designee
Date: 09/26/2022	Date:
Signatory Authority: \$0-25,000 Department; \$25,001-50,00 Exception to Bid Process Required/Completed ☐ N/A Mendocino County Business License: Valid ☐ Exempt Pursuant to MCC Section: Located outside Mendocine	

CONTRACTOR/COMPANY NAME

IN WITNESS WHEREOF	
DEPARTMENT FISCAL REVIEW:	CONTRACTOR/COMPANY NAME
By: Jenine Miller, Psy.D., BHRS Director	By: Kinball SIGNATURE
Date: 9/7/22	Date: 9-2/-22
Budgeted: Yes No Budget Unit: 4051 Line Item: 86-2189 Org/Object Code: Grant: Yes No Grant No.:	NAME AND ADDRESS OF CONTRACTOR: National Outdoor Media 1990 N. California Blvd. Suite 830 Walnut Creek, CA 95496 (925)684-4952 rsk@nationaloutdoormedia.com
By: TED WILLIAMS, Chair BOARD OF SUPERVISORS Date:	By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement
Date	
ATTEST: DARCIE ANTLE, Clerk of said Board	APPROVED AS TO FORM:
By: Deputy	CHRISTIAN M. CURTIS, County Counsel
I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.	By: Deputy
DARCIE ANTLE, Clerk of said Board	
By:	Date:
INSURANCE REVIEW:	EXECUTIVE OFFICE/FISCAL REVIEW:
By:Risk Management	By: Deputy CEO or Designee
Date:	Date:
Signatory Authority: \$0-25,000 Department; \$25,001-50,00 Exception to Bid Process Required/Completed N/A Mendocino County Business License: Valid Exempt Pursuant to MCC Section: Located outside Mendocine	