



1800 Blankenship Rd, Ste 200, Office #220 • West Linn, Oregon 97068  
Phone: (503) 650-7132 • Email: mmaloney@federatedmedia.com

**Prepared for:** Nicole Clark  
**Agency:**  
**Advertiser:** City of Newport  
**City:** Portland, OR

## ADVERTISING DISPLAY INSTALL/PRODUCTION CONTRACT

UNIT#	LOCATION	SIZE	POSTING PERIOD	TOTAL NET INSTALL COST	TOTAL NET PRODUCTION COST
PDX-111	SW 4 <sup>th</sup> /Oak	90' x 26'	3/1/12	\$1,200.00	\$2,174.00

**ACCOUNTS RECEIVABLE:**

Federated Media  
P.O. Box 487  
Elkhart, IN 46515-0487  
P: 574-295-2500

**SPECIFICATIONS:**

OnDisplay Advertising, LLC  
Leah Chernabaeff  
D: 503-722-3484  
E: lchernabaeff@federatedmedia.com

OnDisplay Advertising, LLC agrees to install one (1) wall units depicting advertisement for City of Newport. OnDisplay will provide Advertiser/Agency with a completion report along with color photos of display (1 Close-up, 1 Approach) within fourteen (14) days after any contracted unit goes into service, any copy is changed and/or anytime a unit is rotated. ***THIS CONTRACT MAY NOT BE CANCELLED BY EITHER PARTY. FIRST RIGHT OF REFUSAL MUST BE EXERCISED 60 DAYS BEFORE END OF CONTRACT.*** INVOICES ARE BILLED AS NET. PAYMENT IS DUE THIRTY (30) DAYS FROM DATE OF INVOICE. THE UNDERSIGNED HAS READ AND AGREED TO THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 OF THIS CONTRACT.

ACCEPTED BY:

ACCEPTED BY:

\_\_\_\_\_  
**Mike Maloney** Date  
OnDisplay Advertising, LLC  
1800 Blankenship Road Suite #200, Office #220  
West Linn, OR 97068  
P: (503) 650-7132  
E: mmaloney@federatedmedia.com

*Jim Voetberg* 2/23/12  
\_\_\_\_\_  
**Nicole Clark** **Jim Voetberg** Date  
City of Newport  
169 SW Coast Hwy  
Newport, Oregon 97365  
P: (541) 574-0603  
E: n.clark@newportoregon.com

PORTLAND: 1800 Blankenship Rd, Ste 200, Office #220 • West Linn, Oregon 97068 • P: 503-650-7132 • F: 503-650-7134  
CORPORATE: PO Box 487 • Elkhart, Indiana 46515-0487 • P: 574-296-5684 • F: 574-296-5983

[www.ondisplayadvertising.com](http://www.ondisplayadvertising.com)

## ADDITIONAL TERMS AND CONDITIONS OF ADVERTISING DISPLAY CONTRACT

1. THE TERMS 'ADVERTISER' AND 'ADVERTISING AGENCY' SHALL MEAN AND REFER TO THE FIRMS OR INDIVIDUALS SO DESIGNATED ON THE FACE PAGE OF THIS CONTRACT.
2. IF FOR ANY CAUSE OR CONTINGENCY WHATSOEVER BEYOND ONDISPLAY'S CONTROL, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE INCLUSION, ACTS OF GOD, STRIKES, SHORTAGE OF LABOR OR MATERIALS, AND PRESENT OR FUTURE LAWS, ORDINANCES, RULES, ORDERS OR REGULATIONS, ONDISPLAY SHALL BE UNABLE TO ERECT AND MAINTAIN ANY OF THE SPACES COVERED HEREBY, THIS AGREEMENT SHALL NOT TERMINATE EITHER IN WHOLE OR IN PART, BUT ONDISPLAY SHALL ALLOW ADVERTISER CREDIT AT THE RATE SPECIFIED FOR THE PERIOD DURING WHICH SERVICE SHALL NOT BE FURNISHED, SUCH CREDIT TO BE RENDERED AT ONDISPLAY'S OPTION BY ADVERTISING SPACE ON OTHER SPACE OR SPACES APPROVED BY ADVERTISER, OR BY EXTENDING THIS CONTRACT AND ADVERTISING SERVICE FOR A PERIOD BEYOND THE TERMINATION DATE, SUCH APPROVED SUBSTITUTED SERVICE AND/OR EXTENDED SERVICE TO BE OF AT LEAST EQUAL VALUE WITH THE AMOUNT OF SUCH CREDIT.
3. ILLUMINATED DISPLAYS ARE AVAILABLE AT SOME LOCATIONS AT AN ADDITIONAL CHARGE. ILLUMINATED DISPLAYS ARE TO BE ILLUMINATED FROM DUSK TO MIDNIGHT. CREDIT WILL BE GRANTED FOR TEMPORARY LOSS OF ILLUMINATION, IN THE AMOUNT OF 15% OF THE PRORATED DAILY DISPLAY RATE FOR EACH DAY ILLUMINATION IS NOT PROVIDED.
4. FAILURE TO PAY ANY MONTHLY PAYMENT AS HEREIN PROVIDED SHALL, AT ONDISPLAY'S OPTION, BE DEEMED A COMPLETE BREACH BY ADVERTISER OF THIS AGREEMENT, AND UPON ANY SUCH FAILURE THE FULL AMOUNT OF THE REMAINING MONTHLY RENTAL INSTALLMENTS SHALL IMMEDIATELY BECOME DUE AND PAYABLE, AND IN THE EVENT OF FAILURE TO MAKE PAYMENT THEREOF ON DEMAND, ONDISPLAY IS AUTHORIZED BUT NOT OBLIGATED, TO TAKE POSSESSION OF THE OUTDOOR ADVERTISING DISPLAY OR ANY OR ALL OF THE SPACES AND REMOVE ALL ADVERTISING FROM ANY OR ALL OF THE SPACES, TO RELET THE SPACES OR ANY OF THEM FOR THE WHOLE OR ANY PART OF THE UNEXPIRED TERM OF THIS CONTRACT TO SUCH PERSON OR PERSONS AND UPON SUCH TERMS AND CONDITIONS AS ONDISPLAY MAY DETERMINE, AND TO COLLECT AND RECEIVE THE INCOME OR RENT FROM SUCH RELETTING OR RELETTINGS AND APPLY THE INCOME OR RENT SO RECEIVED FIRST TO ONDISPLAY'S COSTS OF REPLACING THE DISPLAY (INCLUDING BUT NOT LIMITED TO COSTS INCURRED FOR DESIGN, ART WORK, SELLING, PAINTING AND INSTALLING THE REPLACEMENT DISPLAY), AND THE BALANCE THEREOF TO SATISFACTION OF ANY AMOUNTS WHICH MAY THEN BE DUE ONDISPLAY FROM ADVERTISER UNDER THIS AGREEMENT. SUCH RE-ENTRY BY ONDISPLAY AND SUCH RELETTING SHALL NOT WORK A FORFEITURE OF ONDISPLAY'S RIGHT TO COLLECT THE RENT TO BE PAID AND TO ENFORCE THE COVENANTS TO BE PERFORMED BY ADVERTISER FOR THE FULL TERM OF THIS CONTRACT.
5. ADVERTISER SHALL INDEMNIFY AND HOLD HARMLESS ONDISPLAY AGAINST ANY LIABILITY TO WHICH ONDISPLAY MAY BE SUBJECTED BY REASON OF THE ADVERTISING MATERIAL DISPLAYED UNDER THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INFRINGEMENT OF TRADEMARKS, TRADE NAMES, COPYRIGHTS, INVASION OF RIGHTS OF PRIVACY, DEFAMATION, ILLEGAL COMPETITION OR TRADE PRACTICES, AS WELL AS ALL REASONABLE COSTS, INCLUDING ATTORNEY'S FEES, IN DEFENDING ANY SUCH ACTION OR ACTIONS.
6. IF THIS CONTRACT IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION, ADVERTISER AGREES TO PAY ONDISPLAY'S REASONABLE ATTORNEY'S FEES, EVEN THOUGH NO SUIT OR ACTION IS FILED. IF A SUIT OR ACTION IS FILED, THE AMOUNT OF SUCH REASONABLE ATTORNEY FEES SHALL BE FIXED BY THE COURT OR COURTS IN WHICH THE SUIT OR ACTION, INCLUDING ANY APPEAL THEREIN, IS TRIED, HEARD OR DECIDED, AND SHALL INCLUDE AN AMOUNT ESTIMATED BY THE COURT AS THE REASONABLE COSTS AND FEES TO BE INCURRED IN COLLECTING ANY MONETARY JUDGMENT OR ENFORCING ANY OTHER ORDER ENTERED IN THE SUIT OR ACTION.
7. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL BE GOVERNED BY AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF OREGON. ANY SUIT OR ACTION BASED UPON THIS AGREEMENT SHALL BE COMMENCED IN AND DECIDED BY EITHER THE DISTRICT COURT OR THE CIRCUIT COURT OF THE STATE OF OREGON FOR MULTNOMAH COUNTY, AND THE PARTIES CONSENT AND AGREE TO SUCH COURTS' PERSONAL JURISDICTION OVER THE PARTIES FOR THAT PURPOSE.
8. THIS CONTRACT IS NOT ASSIGNABLE BY THE ADVERTISER OR BY THE ADVERTISING AGENCY. THIS CONTRACT MAY BE CANCELLED BY EITHER PARTY BY GIVING WRITTEN NOTICE THEREOF TO THE OTHER PARTY NO LATER THAN SIXTY (60) DAYS INCLUDING SUNDAYS AND HOLIDAYS, IN ADVANCE OF ANY SCHEDULED POSTING DATE.
9. ANY BILL RENDERED TO THE ADVERTISER OR TO THE ADVERTISING AGENCY SHALL BE CONCLUSIVE AS TO THE CORRECTNESS OF THE ITEMS THEREIN SET FORTH AND SHALL CONSTITUTE AN ACCOUNT STATED UNLESS WRITTEN OBJECTION IS MADE THERETO BY THE ADVERTISER OR ADVERTISING AGENCY WITHIN THIRTY (30) DAYS FROM THE RENDERING THEREOF.
10. ADVERTISER AND THE ADVERTISING AGENCY, IF ANY, ARE BOTH INDIVIDUALLY AND SEVERALLY RESPONSIBLE FOR PAYMENT UNDER THIS CONTRACT. THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO REPRESENTATION OR PROMISE NOT SET FORTH HEREIN SHALL AFFECT THE OBLIGATIONS OF EITHER PARTY HEREUNDER.
11. THE ADVERTISING AGENCY, IF ANY, REPRESENTS AND WARRANTS THAT IT IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE ADVERTISER AND TO LEGALLY BIND THE ADVERTISER TO THE PAYMENT AND PERFORMANCE OF THE OBLIGATIONS PROVIDED IN THIS AGREEMENT.
12. ADVERTISER ACKNOWLEDGES AND AGREES THAT NO PAYMENT MADE TO THE ADVERTISING AGENCY SHALL CONSTITUTE SATISFACTION OF A PAYMENT OBLIGATION UNDER THIS AGREEMENT UNLESS AND UNTIL ONDISPLAY ACTUALLY RECEIVES THE PAYMENT.

INITIAL: SV

CONTACT: NICOLE CLARK

PORTLAND: 1800 Blankenship Rd, Ste 200, Office #220 • West Linn, Oregon 97068 • P: 503-650-7132 • F: 503-650-7134  
CORPORATE: PO Box 487 • Elkhart, Indiana 46515-0487 • P: 574-296-5684 • F: 574-296-5983

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**Prepared for:** Nicole Clark  
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**Advertiser:** City of Newport  
**City:** Portland, OR

## ADVERTISING DISPLAY CONTRACT

UNIT#	LOCATION/FACING	SIZE	PERIOD	NET PERIOD COST	TOTAL NET PERIOD COST <small>After 15% Agency Commission</small>
PDX-111	SW 4 <sup>th</sup> /Oak	90' x 26'	3/1-3/28/12	\$9,000.00	\$9,000.00
PDX-111	SW 4 <sup>th</sup> /Oak	90' x 26'	3/29-4/25/12	\$9,000.00	\$9,000.00
PDX-111	SW 4 <sup>th</sup> /Oak	90' x 26'	3/26-5/23/12	\$9,000.00	\$9,000.00
					<b>\$27,000.00</b>

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**Mike Maloney** Date  
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 E: mmaloney@federatedmedia.com

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*Nicole Clark* *Jim Voetberg* *2/23/12*  
**Nicole Clark** **Jim Voetberg** Date  
 City of Newport  
 169 SW Coast Hwy  
 Newport, Oregon 97365  
 P: (541) 574-0603  
 E: n.clark@newportoregon.com

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INITIAL:           

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