City of Benson
City Council Communication

Regular Meeting **January 27, 2014**

To: Mayor and Council Agenda Item # 9

From: Bradley J. Hamilton, P.E., Interim City Manager/Director of Public Works/City Engineer

Subject:

Discussion and possible action regarding the contract between Bowlin Travel Centers, Inc. and the City of Benson for the billboard advertisements along Interstate 10

Discussion:

These are the yearly contracts for the billboards on I-10 to advertise the City of Benson.

Staff Recommendation:

Council pleasure

BTCO

A division of Bowlin Travel Centers, Inc.

Corporate Offices
150 Louisiana Blvd. NE
Albuquerque, NM 87108
Phone: (505) 266-5985
Fax: (505) 266-9557

Contract Number: 1301-1

☐ New ☒ Renewal

Sales Rep: Myles K. Erwin

Effective Date: 2/1/2014

Expiration Date: 1/31/2015

Advertiser: City of Benson

☐ CORP. ☐ PTRSHIP. ☐ LLC ☐ SOLE ☐ INDIVIDUAL

Agency:

Billing Address: PO Box 2223

City: Benson **State:** AZ **Zip:** 85602

Contact Person: Bob Nilson

Phone Number: 520.586.4293 **Fax Number:**

Advanced Payment: [Line 1+ Line 8]

Production + First Month **0.00** *(Plus applicable sales tax)*

Total Monthly Amount Due: [Line 8]

Amount Due Each Month **400.00** *(Plus applicable sales tax)*

BTC Outdoor (the Company), subject to the provisions and the statements noted on both sides of this contract form, will install one advertising display for 12 months ("Display Duration"), ending on the Expiration Date noted above.

ADVERTISING DISPLAY INFORMATION

Highway	Sign Ref.	Face Ref.	Location	Size	Lighted	Addendum(s)
I-10 AZ	1243	8023	N/L.30WMP298 - mm297.70 XR/EB	16x48	Y	

SUMMARY OF COSTS

1. Production Costs: (To be paid in advance, plus applicable sales taxes); Using existing vinyl at this time ..... $ 0.00

2. Monthly Cost: (Plus applicable sales taxes) ..... $ 400.00

3. Agency Commision: ..... $ 0.00

4. Net Monthly Display Cost: (Line #2 - Line #3) ..... $ 0.00

5. Reflectorization Charges:

a. ☐ One Time Payment of $

b. ☐ Monthly Payment Amount ..... $ 0.00

6. Lighting Charges: ..... $ 0.00

a. ☐ Dusk to Midnight (Standard)

b. ☐ Dusk to Dawn

7. Other Charges

a. ☐ One Time Payment of $

b. ☐ Monthly Payment Amount ..... $ 0.00

8. Total Monthly Amount Due: (Plus applicable sales taxes based on tax rate at monthly installment date) ..... $ 400.00

Signed and Accepted: This contract is not valid until accepted by BTC Outdoor management.

Signature(s) below indicate agreement with, and acceptance of, all terms and conditions of this contract as detailed on both sides of this document.

Advertiser:

Signature *Date*

Printed Name *Fed I.D. Number*

Authority

Agency:

Signature *Date*

Printed Name *Fed I.D. Number*

BTC Outdoor:

Signature

Printed Name

Date Accepted:

Credit Approved By:

BTCO

STANDARD CONDITIONS

The terms "Company", "Advertiser" and "Agency", as used herein shall reference the parties designated on the reverse side.

(1) EFFECTIVE DATE

This contract shall begin on the Date Accepted by the Company, as specified on the front of this document.

(2) DISPLAY DATES

a) The **"Display Begin Date"** shall be the date when the advertising display pertinent to this agreement is first installed, or at an earlier date as determined by provisions of Section 4 b) below.

b) The **"Display Duration"** shall be the number of months that the advertising display in to be in place, as specified on the front of this document.

c) The **"Display End Date"** shall be determined by adding the number of months in the Display Duration to the Display Begin Date.

(3) EXPIRATION DATE

This contract shall end at midnight of the Display End Date.

(4) ARTWORK

All parties acknowledge that, when an Agency Discount is allowed, it is because the Agency performs certain duties relevant to the proper execution and fulfillment of this contract. One of those responsibilities is to provide the Company with correct and Advertiser-approved artwork. In the absence of an Agency, the Company will provide artwork.

a) Agency provided artwork:

The Agency will submit completed, correct and Advertiser-approved artwork to the Company, within 30 days of the Effective Date. When submitted, the artwork will be complete with all details; have all required approvals; have all colors appropriately specified; and be in proper scale as required by the Company.

b) Company provided artwork:

If artwork is to be provided by the Company, the cost for that service will be part of the Production Charges specified on the front of this document. The Company will submit design(s) for Advertiser's approval up to a maximum of three times. If a third version is required, that third version, when submitted to Advertiser, shall become the final and approved artwork for production.

If the approval process, through no fault of the Company, lasts more than 45 days, the Display Begin Date for this contract shall be set as the first day of the month immediately following the 45th day, and the Advertiser's responsibilities under this agreement, including payment of the Monthly Contract Amount Due, shall begin.

c) For all artwork, whether Company provided or Agency provided, Advertiser and Agency each individually warrant that they have diligently verified the originality and authenticity of rights to all materials, logos, or ideas submitted for use pertinent to this contract. Advertiser and Agency each individually also warrant that they have obtained proper and specific permission from the rightful owner, for the use of any materials, trademarks, trade names, or ideas submitted to the Company as artwork; or for the Company's use in generating artwork pertinent to this agreement. Advertiser and Agency each individually agree and hold harmless the Company from any damages or lawsuits or claims that may result from the improper or unauthorized use of such materials or ideas.

(5) COPY APPROVAL

The Company reserves the right to reject, or at any time cease the use of, any advertising or copy, pictorial or otherwise, that the Company, in its sole judgment, deems to be offensive or inappropriate in any manner.

(6) PRODUCTION

a) If the Advertiser or Agency provides the advertising display face, such face shall be to the specifications required by the Company, including quality of material, dimensions and delivery F.O.B. to a location specified by the Company.

b) In the absence of an Advertiser/Agency provided display, the Company will use the approved artwork to produce an advertising display in a reasonable and professional manner, and will maintain the advertising display in good condition.

c) The party providing the advertising display warrants that the display has a life expectancy which exceeds the Display Duration, and that party is responsible for replacing, at its cost, any advertising display or components that are damaged or otherwise require replacement before the Expiration Date.

d) The Company will install the advertising display and will keep the supporting structure in a presentable condition during the contract period. The cost for that service will be part of the Production Charges specified on the front of this document. Only Company employees and approved contractors are allowed to install advertising displays or maintain related structures, equipment or devices. Representatives of the Advertiser and Agency are NOT allowed to access the advertising display or supporting structure for any purpose unless specifically authorized to do so, in writing, by the Company.

(7) ADVERTISER AND AGENCY – ADVERTISING PARTIES

a) Advertiser and Agency individually warrant that Agency, if any, is an agent of the Advertiser, duly-authorized to execute this agreement; provide artwork; and otherwise operate on the Advertiser's behalf as may be required by this contract. Advertiser and Agency, if any, and the person(s) executing this agreement on their behalf ("Advertising Parties") warrant that the person(s) signing this agreement have the authority to do so and the Advertising Parties individually agree to accept full and complete responsibility for proper fulfillment of any obligations required of any of them by this agreement.

(8) REFLECTORIZED DISPLAYS AND EMBELLISHMENTS

State and local regulations may prohibit or limit the use of certain reflectorized materials or the use of Embellishments (advertising copy that extends beyond the normal advertising display area). Any addition of reflectorized material and/or embellishments will be as specified on a separate addendum indicating the specific terms, conditions, circumstances and requirements for such additions.

(9) LOSS OF SERVICE

Should the advertising display incur a temporary loss of service resulting from an Act of God or any cause beyond the control of the Company, this contract will not be cancelled, but Company shall grant a prorated credit, computed on a 30 day basis, commensurate with the loss of service period.

(10) LOSS OF LOCATION

If the advertising location specified on the front of this document is lost for any reason, the Advertising Parties and the Company agree that the advertising display may be moved to a similar location of at least equal advertising value. The replacement location must be approved by the Advertiser, and the Company will be responsible for the cost of moving the advertising display. If a suitable replacement location is not available, this contract will be cancelled.

(11) ILLUMINATED DISPLAYS

a) Any illumination specified by this contract shall be operable for the time specified on the front of this document. The Advertiser will be given a pro rata daily credit based on the amount of the monthly charge for illumination (as described on reverse side) for the period of temporary loss of illumination, unless such loss is the result of an order issued by an authorized governmental agency. Under no circumstances does the loss of illumination create a credit in excess of the illumination charges as described on the front of this contract.

b) Illumination is considered to be an enhancement to the advertising display and, therefore, nonoperational lighting does not affect the amount due for the advertising display portion of this contract.

c) The advertising contract cannot be cancelled because lighting is either temporarily or permanently inoperable at the location. In that circumstance, prorated credits for lighting charges will be issued by the Company, as specified above in this section.

(12) ADVANCE PAYMENT, DEFAULT and TOTAL CONTRACT VALUE

a) Production costs, which include costs associated with artwork preparation and the acquisition and installation of the advertising display, shall be charged at the rate specified on the reverse side of this document. The Production Costs, plus Total Monthly Amount Due for the first month, shall be paid in advance (**"Advance Payment"**)

b) The Parties agree that the **"Total Contract Value"** shall be the Total Monthly Amount Due (Line 8 on the reverse side of this document) multiplied by the number of months specified in the Display Duration, plus Production Costs (Line 1 on the reverse side of this document) and all applicable taxes.

c) The Total Monthly Amount Due (Line 8 on the reverse side of this document), plus tax, shall be paid in advance each month, whether or not the Advertising Parties receive an invoice or statement from the Company. In the event of non-payment, the Company will notify the Advertising Parties of the delinquent status and the date that the Company intends to remove the advertising display. If the delinquent status is not satisfactorily cleared by the specified date, the Advertising Parties will be in **default** on the Contract. The display will be removed and the location made available to other advertisers. The Advertising Parties will be held jointly and severally liable for payment of the Total Contract Value as Liquidated Damages. Advertising Parties shall also be liable for all attorney fees and other costs incurred by the Company in pursuit of collection of the debt. In case of litigation, the venue shall be Bernalillo County, New Mexico.

(13) INTEREST

The Company may, at its option, charge interest at a rate of 1½ % per month on any outstanding balances that are more than 30 days delinquent.

(14) MISCELLANEOUS

a) This agreement is not valid until it has been signed by a properly authorized representative of the Company AND the Advance Payment, as specified in Section12 a) above, has been received by the Company.

b) It is understood that this contract, including written addenda, constitutes the entire agreement and supersedes all prior representations, understandings and agreements and the Company is not bound by any stipulations, representations or agreements not specifically included in this Contract and written addenda.

c) This Contract may only be modified or amended in writing and acknowledged by all parties to the contract at the time of the amendment or modification.

d) This Contract is binding on the heirs, successors and assigns of the Parties, however the liabilities and requirements of the original Advertising Parties shall not be relieved at transfer, but shall continue until the Contract's Expiration Date.

e) Waiver, by the Company, of any provision of this Agreement shall not serve to void or negate any other portion or provision of the Agreement.

f) Persons signing this document for the Advertising Parties hereby agree to accept individual and personal liability for all contracted amounts pertinent to the Agreement.

Advertiser Initials _____ Date_____ Agency Initials _____ Date_____

BTCO

A division of Bowlin Travel Centers, Inc.

Corporate Offices
150 Louisiana Blvd. NE
Albuquerque, NM 87108
Phone: (505) 266-5985
Fax: (505) 266-9557

Contract Number: 1300-1

☐ New ☒ Renewal

Sales Rep: Myles K. Erwin

Effective Date: 2/1/2014

Expiration Date: 1/31/2015

Advertiser: City of Benson

☐ CORP. ☐ PTRSHIP. ☐ LLC ☐ SOLE ☐ INDIVIDUAL

Agency:

Billing Address: PO Box 2223

City: Benson **State:** AZ **Zip:** 85602

Contact Person: Bob Nilson

Phone Number: 520.586.4293 **Fax Number:**

Advanced Payment: [Line 1+ Line 8]

Production + First Month **0.00**
(Plus applicable sales tax)

Total Monthly Amount Due: [Line 8]

Amount Due Each Month **400.00**
(Plus applicable sales tax)

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ADVERTISING DISPLAY INFORMATION

Highway	*Sign Ref.*	*Face Ref.*	*Location*	*Size*	*Lighted*	*Addendum(s)*
I-10 AZ	3273	8547	N/L.32WMP307 - mm306.68 RR/WB	16x48	Y	

SUMMARY OF COSTS

1. Production Costs: (To be paid in advance, plus applicable sales taxes); Using existing vinyl at this time ..... $ 0.00

2. Monthly Cost: (Plus applicable sales taxes) ..... $ 400.00

3. Agency Commision: ..... $ 0.00

4. Net Monthly Display Cost: (Line #2 - Line #3) ..... $ 0.00

5. Reflectorization Charges:
- a. ☐ One Time Payment of $
- b. ☐ Monthly Payment Amount ..... $ 0.00

6. Lighting Charges: ..... $ 0.00
- a. ☐ Dusk to Midnight (Standard)
- b. ☐ Dusk to Dawn

7. Other Charges
- a. ☐ One Time Payment of $
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Advertiser:
Signature *Date*
Printed Name *Fed I.D. Number*
Authority

Agency:
Signature *Date*
Printed Name *Fed I.D. Number*

BTC Outdoor:
Signature
Printed Name

Date Accepted:

Credit Approved By:

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b) It is understood that this contract, including written addenda, constitutes the entire agreement and supersedes all prior representations, understandings and agreements and the Company is not bound by any stipulations, representations or agreements not specifically included in this Contract and written addenda.

c) This Contract may only be modified or amended in writing and acknowledged by all parties to the contract at the time of the amendment or modification.

d) This Contract is binding on the heirs, successors and assigns of the Parties, however the liabilities and requirements of the original Advertising Parties shall not be relieved at transfer, but shall continue until the Contract's Expiration Date.

e) Waiver, by the Company, of any provision of this Agreement shall not serve to void or negate any other portion or provision of the Agreement.

f) Persons signing this document for the Advertising Parties hereby agree to accept individual and personal liability for all contracted amounts pertinent to the Agreement.

Advertiser Initials _____ Date_____ Agency Initials _____ Date_____