

Date: Tuesday, August 16, 2016
Time: 7:05 pm
Place: Westside Fire Station

FINANCE AND TAXATION COMMITTEE

- A. CALL TO ORDER & ROLL CALL
- B. CORRECTION OF MINUTES
- C. BUSINESS: OPEN

1. LAMAR COMPANIES SIGN LOCATION LEASE ANNUAL RENT

Continued discussion regarding annual rent for Lamar billboards located in the North Industrial Park. Attorney Bartholf has completed additional work for consideration following previous direction from the Finance & Taxation Committee.

Individual Requesting Item	Martin Shanks/Attorney Bartholf
Expected Length of Discussion	10 Minutes

Documents:

[*2016-08-02 Lamar Leases.pdf*](#)

2. REVIEW CITY-WIDE FEE SCHEDULE AND RECOMMEND TO COUNCIL FOR APPROVAL

Individual Requesting Item	City Clerk/DOGG
Expected Length of Discussion	10 min.

D. BUSINESS BY MEMBERS

May make brief informative statements or bring up items to be discussed at a future meeting.

E. ADJOURNMENT

This Committee may take any action it considers appropriate related to any item on this agenda.

Requests from persons with disabilities who need assistance to participate in this meeting, including need for an interpreter, materials in alternate formats, or other accommodations, should be made to the Office of the City Clerk at (608) 329 2564 with as much advance notice as possible so that proper arrangements can be made.

Notice is hereby given that a majority of the members of the Common Council of the City of Monroe may be present at this meeting to gather information about the matters set forth on this agenda. This notice is given pursuant to the Wisconsin Open Meetings Law.

Members: Chairperson Reid Stangel, Brooke Bauman, Chuck Koch, and Alternate Michael Boyce

Lamar Co # 234

This Instrument Prepared by:

James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

Renewal
Lease # 21133-01



James R. McIlwain

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 27th day of July, 2016, by and between:

City of Monroe

(hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides
WITNESSETH

"**LESSOR** hereby leases to **LESSEE**, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by **LESSEE'S** employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in **LESSEE'S** use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by **LESSOR** upon **LESSOR'S** acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County of Green, State of Wisconsin, more particularly described as:

**Hwy 11 bypass E/O Hwy 69
Existing Lamar Advertising Panel Numbers: 65010 & 65014**

1. This Lease shall be for a term of ten (10) years commencing on the first day of the calendar month following the date of completion of construction of the sign; provided, however, that if this is a renewal Lease, the term and payments shall begin January 1, 2017 ("commencement date").

~~This Lease shall be extended, at Lessee's sole option, for an additional term, of equal length, on the same terms and conditions. Said extension shall automatically go into effect unless Lessee shall give to Lessor written notice of non-extension at least sixty (60) days prior to the expiration of the original term.~~

2. **LESSEE** shall pay to **LESSOR** an annual rental of (as stated in the rider) payable annually in advance, with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by **LESSOR**, whether or not actually received by **LESSOR**. Should **LESSEE** fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, **LESSEE** will be in default under the lease. In the event of such default, **LESSOR** must give **LESSEE** written notice by certified mail and allow **LESSEE** thirty (30) days thereafter to cure any default.

3. **LESSOR** agrees not to erect or allow any other off-premise advertising structure(s), other than **LESSEE'S**, on property owned or controlled by **LESSOR** within two thousand (2000) feet of **LESSEE'S** sign. **LESSOR** further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of **LESSEE'S** sign. **LESSEE** is hereby authorized to remove any such other advertising structure, obstruction or vegetation at **LESSEE'S** option.

4. **LESSEE** may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way ~~or in LESSEE'S opinion the location becomes economically or otherwise undesirable~~. If **LESSEE** is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, **LESSEE** may elect to terminate this lease. In the event of termination of this Lease prior to expiration, **LESSOR** will return to **LESSEE** any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the **LESSEE** or its predecessor shall remain the property of **LESSEE** and may be removed by **LESSEE** at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, **LESSEE** agrees to restore the surface of the premises to its original condition. The **LESSEE** shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of **LESSEE'S** sign, at the sole discretion of **LESSEE**. All such permits and any nonconforming rights pertaining to the premises shall be the property of **LESSEE**.

6. **LESSOR** represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant **LESSEE** free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. **LESSOR** is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign.

LESSOR acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of **LESSEE**.

7. In the event of any change of ownership of the property herein leased, **LESSOR** agrees to notify **LESSEE** promptly of the name, address, and phone number of the new owner, and **LESSOR** further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. ~~In the event that **LESSEE** assigns this lease, assignee will be fully obligated under this Lease and **LESSEE** will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both **LESSEE** and **LESSOR**.~~

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the **LESSOR** grants to the **LESSEE** the right to relocate its sign on **LESSOR'S** remaining property adjoining the condemned property or the relocated highway. Any condemnation award for **LESSEE'S** property shall accrue to **LESSEE**.

9. **LESSEE** agrees to indemnify **LESSOR** from all claims of injury and damages to **LESSOR** or third parties caused by the installation, operation, maintenance, or dismantling of **LESSEE'S** sign during the term of this lease. **LESSEE** further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. **LESSOR** agrees to indemnify **LESSEE** from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of **LESSOR** herein.

~~11. If **LESSOR** desires to sell or otherwise transfer any interest in the property upon which the sign is situated, **LESSOR** grants **LESSEE** an option to purchase a perpetual easement (servitude) encompassing the sign and the access, utility service and visibility rights set forth herein. **LESSEE** must elect to exercise this option within thirty (30) days after written notification of **LESSOR'S** desire to sell. **LESSEE'S** failure to exercise this option within said period shall be a waiver of this option. The price for such easement (servitude) shall be six (6) times the previous Lease year's annual rental paid by **LESSEE** pursuant to the terms hereof. Closing shall be within thirty (30) days of **LESSEE'S** exercise of this option.~~

~~12. Prior to **LESSEE** removing its sign, and for five (5) years after such removal, **LESSOR** grants **LESSEE** a first right of refusal to match any bona fide agreement of **LESSOR** with a third party for the purpose of permitting off premise outdoor advertising on any portion of the leased premises. **LESSEE** has seven (7) days after **LESSOR** provides to **LESSEE** a copy of such agreement executed by such third party to match the terms of such agreement.~~

~~13. If required by **LESSEE**, **LESSOR** will execute and acknowledge a memorandum of lease suitable for recordation. In addition to the foregoing, **LESSOR** authorizes and appoints **LESSEE** as **LESSOR'S** agent, representative, and attorney in fact for the limited purpose of executing on behalf of **LESSOR** such memorandum of lease and any amended memoranda of lease that are necessary or desirable to correct, amend, or supplement any matter set forth in such memorandum. **LESSOR** further authorizes **LESSEE** to perform all acts that are incidental to or necessary for the execution and recordation of such memorandum or memoranda. If required by **LESSEE**, **LESSOR** will execute and acknowledge a memorandum of lease suitable for recordation. **LESSEE** shall be responsible for the preparation, execution and recordation of such memorandum or memoranda, including the costs associated with the preparation and recording of such documents.~~

14. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.

THE LAMAR COMPANIES, LESSEE:

LESSOR: City of Monroe

BY: _____

VICE-PRESIDENT/GENERAL MANAGER

BY: _____
BY: _____

DATE: / /

DATE: / /

LESSOR'S TELEPHONE NUMBER

LESSOR'S SOCIAL SECURITY NUMBER /
EMPLOYER IDENTIFICATION NUMBER

Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:

Address of LESSOR:

Witnesses (**LESSEE**)

Witnesses (**LESSOR**)

THE  COMPANIES

Lamar Co # 234
Lease # 21133-01

Rider #1 to Lease dated the 27th day of July, 2016, by and between City of Monroe, as Lessor and The Lamar Companies, as Lessee.

Lessor and Lessee agree to the following lease payments:

YEAR's 1-5 ANNUAL LEASE PAYMENT WILL BE \$2,000.00

YEAR's 6-10 ANNUAL LEASE PAYMENT WILL BE \$2,500.00

LESSOR

LESSEE

Lamar Co # 234

This Instrument Prepared by:

James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

Renewal
Lease # 31812-01



James R. McIlwain

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 27th day of July, 2016, by and between:

City of Monroe

(hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides
WITNESSETH

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County of Green, State of Wisconsin, more particularly described as:

**Hwy 11 2418 ft E/O Hwy 69
Existing Lamar Advertising Panel Numbers: 65732 & 65733**

1. This Lease shall be for a term of ten (10) years commencing on the first day of the calendar month following the date of completion of construction of the sign; provided, however, that if this is a renewal Lease, the term and payments shall begin April 1, 2017 ("commencement date").

~~This Lease shall be extended, at Lessee's sole option, for an additional term, of equal length, on the same terms and conditions. Said extension shall automatically go into effect unless Lessee shall give to Lessor written notice of non-extension at least sixty (60) days prior to the expiration of the original term.~~

2. LESSEE shall pay to LESSOR an annual rental of (as stated in the rider) payable annually in advance, with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.

3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within two thousand (2000) feet of LESSEE'S sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE'S sign. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE'S option.

4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way ~~or in LESSEE'S opinion the location becomes economically or otherwise undesirable~~. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. This lease is non-transferable to any third party without written authorization from LESSEE. This lease is non-transferable to any third party without written authorization from LESSEE. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.

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or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. LESSOR acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of LESSEE.

7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. ~~In the event that LESSEE assigns this lease, assignee will be fully obligated under this Lease and LESSEE will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.~~

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.

9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE'S sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

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14. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.

THE LAMAR COMPANIES, LESSEE:

LESSOR: City of Monroe

BY: _____

BY: _____

VICE-PRESIDENT/GENERAL MANAGER

BY: _____

DATE: / /

DATE: / /

LESSOR'S TELEPHONE NUMBER

LESSOR'S SOCIAL SECURITY NUMBER /
EMPLOYER IDENTIFICATION NUMBER

Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:

Address of LESSOR:

Witnesses (**LESSEE**)

Witnesses (**LESSOR**)

THE  COMPANIES

Lamar Co # 234
Lease # 31812-01

Rider #1 to Lease dated the 27th day of July, 2016, by and between City of Monroe, as Lessor and The Lamar Companies, as Lessee.

Lessor and Lessee agree to the following lease payments:

YEAR's 1-5 ANNUAL LEASE PAYMENT WILL BE \$2,000.00

YEAR's 6-10 ANNUAL LEASE PAYMENT WILL BE \$2,500.00

LESSOR

LESSEE

BILLBOARDS WORK FOR NON-PROFIT ORGANIZATIONS



STAND OUT

Out-of-Home advertising is on 24 / 7 / 365. It is the perfect mass medium to use when you want to raise awareness of your cause. Out-of-Home allows you to speak directly to your target audience, so you won't waste a single dollar of your advertising budget. In addition, many of our offices offer special rates for non-profit and volunteer organizations. Ask your Lamar representative about what billboards can do for your non-profit.



"The numbers came in at double this year's goal. These results were nothing short of amazing... The promotions program involved many different components of traditional media, and the billboard program was a significant piece of it. About 25% of our total impression counts came from the [billboard]. The billboards cost per impression was an important part of keeping our costs low while building awareness."

+ SHARED COMMUNITY BENEFIT FOUNDATION
Debbie Solomon, Director of Special Projects

OOH REACHES YOUR AUDIENCE

Our measurement systems will help us choose the right panels from our inventory to reach your target audience. Out-of-Home is an ideal medium for raising awareness for your cause overall because...

56% OF PEOPLE WHO CONTRIBUTE FUNDS TO NON-PROFITS **COMMUTE TO WORK** EACH DAY. 28% of them live 40 or more minutes from work.

59% OF PEOPLE WHO DONATE TO NON-PROFITS **DO NOT READ** A DAILY NEWSPAPER. Only 41% of non-profit donors are reached by newspaper ads.

53% OF DONORS TO NON-PROFIT ORGANIZATIONS ARE **HEAVILY EXPOSED TO OOH ADS**. People who drive more frequently see more billboards.



*Statistics provided by Scarborough USA Plus Release 2 2012



Advertising Company ~ Madison WI / Rockford IL

August 2, 2016

Dear Applicant;

Thank you for your interest in utilizing Lamar Advertising Company's Public Service Advertising Program. In order for us to effectively manage and prioritize all the requests for this valuable service, we ask that you complete the enclosed Public Service Advertising Application.

Please note some crucial deadlines as they relate to your desired start date for your billboards:

60 days prior: Application must arrive at Lamar's office.

30 days prior: If your application has been approved, final artwork must arrive.

Lamar receives many requests for Public Service Advertising. Therefore, it is imperative that you provide all the information requested so we can make an effective decision regarding your application.

If you have any questions, please feel free to contact me at 608-352-2068.

Sincerely,

Tammy J. McElwee
Public Service Coordinator



Public Service Advertising Program

Lamar Advertising Company of Madison-Rockford is pleased to be able to provide advertising for charitable and community service organizations at a significantly reduced cost. However, the volume of requests we receive for this service far outpace our capacity to deliver it. It is for this reason that we ask all organizations to complete an Application for PUBLIC SERVICE ADVERTISING each time they seek to utilize this service.

Upon review of a complete application, Lamar will make a decision as to whether or not we can accommodate your request. If your application is accepted, please be aware that there are certain charges that apply:

The cost of printing your billboards will typically be \$150 per poster (1-Sheet Poster Flex). Posters, once displayed, are not re-usable.

The cost for space charges is waived; however a fee of \$150 per poster that covers our fixed expenses will apply. If your application is approved, all applicable charges must be pre-paid.

Under the Public Service Program, Lamar is unable to guarantee exact locations or length of display. We will make every attempt to provide locations in the areas that you have requested on your application. Additionally, we will make all attempts to leave your advertisements on display for 28 days from the date posted. We cannot however guarantee this.

Please fill out the application completely. It is required that you provide some sort of sketch or layout of what the proposed billboard will look like, if our artist is putting your design together for you we will allow 3 changes before a \$50.00 is accrued. Without this sketch, your application will be denied. Please be sure to provide this along with the completed application.

Your application should be submitted no later than 60 days prior to the date which you would like your ads to go up. Once your application is approved, we would need finalized artwork for your billboard no later than 30 days prior to your desired start date.

Please return your completed Public Service Advertising Application to:

Lamar Advertising Company
Attn: Tammy McElwee
5101 Hwy 51 South
Janesville, WI 53546

If you have questions on completing the Public Service Application, contact our Public Service Advertising Coordinator, Tammy McElwee at 608-352-2068 or tmcelwee@lamar.com.



APPLICATION FOR PUBLIC SERVICE ADVERTISING

Organization: _____

Person Requesting Space: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

Phone: _____ Fax: _____ IRS Tax Exempt #: _____

**WILL LAMAR BE MENTIONED AS A SPONSOR IN ALL OTHER MEDIA? _____

Please respond to each question or requirement listed below:

1.) Specify the number of public service displays requested: _ _____

2.) Number of designs: _____

3.) List 3 approximate target dates you would prefer to have your poster panels displayed (in order of preference):

1.) _____ 2.) _____ 3.) _____

4.) Note any geographic areas that are preferred for the poster panels to be displayed:

1.) _____ 2.) _____ 3.) _____

5.) Will a professional artist or advertising agency design your artwork? Please attach a rough draft of your artwork

Yes _____ No _____

6.) If the requested public service displays are for the promotion of a special event, please provide details:

DATE OF EVENT: _____

SPONSORS: _____

PARTICIPANTS: _____



APPLICATION FOR PUBLIC SERVICE ADVERTISING

7.) Is your organization charitable in nature or purpose? Yes _____ No _____

If so, list your organization's principle activities and beneficiaries: _____

8.) Is your organization registered with the State as a charitable organization?

State _____ Yes _____ No _____

9.) Is your organization incorporated? Yes _____ No _____

10.) Is your organization non-profit? Yes _____ No _____

11.) Does the organization have an IRS tax-exempt certificate or letter? Yes _____ No _____

12.) Please designate the nature of your organization (check only one category):

- Environment, Historic Preservation, Cultural, Art Organization, Neighborhood Group, Local Government, Educational, State Government, Community, Federal Government, Religious, Social Service, Drug and Alcohol, Fraternal, AIDS, Other

13.) Indicate other media, by name, that you are using or planning to use for your public service message:

Radio _____ Magazine _____

Newspaper _____ Television _____

Other, please specify _____



APPLICATION FOR PUBLIC SERVICE ADVERTISING

14.) If one of the above are checked, please indicate the company, the dollar amount and the size of advertising buy:

15.) Has your organization utilized outdoor advertising in any of its previous promotions or efforts?

Yes _____ No _____

16.) If Lamar Advertising is able to accommodate your request, would your organization provide a letter of testimonial stating how outdoor advertising contributed to your organization's effectiveness, programs, or mission as well as the level of professionalism in which Lamar handled your public service account? _____

**VERIFICATION
PLEASE INITIAL NEXT TO EACH STATEMENT**

_____ I will furnish posters at least 15 days prior to the scheduled posting date.

_____ I will not forward advertising copy for production until it has been reviewed and approved by Lamar Advertising Company.

_____ If approved, advertiser agrees to apply value of donated space as in kind contribution towards sponsorship privileges.

_____ I have closely reviewed the requirements set forth in this application and I verify that the applicant organization is eligible to receive a donation of public service space and agree to pay any applicable charges.

SIGNED _____ DATE _____

TITLE _____