

THIS LICENSE AGREEMENT MADE THIS _____ DAY OF _____ IN THE YEAR _____

BETWEEN:

THE CITY OF LAKE CITY, FLORIDA

(Hereinafter called the "CITY")

- And -

CREATIVE OUTDOOR ADVERTISING OF AMERICA INC.

(Hereinafter called "COA")

WHEREAS COA is engaged in providing Streetscaping™ transit Amenities and related appurtenances and selling advertising space thereon for the purpose of advertising goods and services;

AND WHEREAS COA has asked the City of Lake City for the continued privilege of placing such street amenities on untraveled portions of public roadways within the jurisdiction of the City of Lake City.

NOW THEREFORE IN CONSIDERATION OF the sum of \$10.00 (Ten Dollars), receipt of which is hereby acknowledged, and in consideration of the mutual covenants hereinafter contained, the parties do hereby agree as follows:

DEFINITIONS

1. For the purposes of this Agreement,

- 1.1. "**Street Furniture**" means the actual piece of functioning street furniture placed by COA within the City right of way such as the seating, recycling container, bus shelter, bike rack, trash can, or newspaper box organizer with integrated trash receptacles and/or recycling containers
- 1.2. "**Amenities**" means the units installed by COA, with or without advertising faces, that are modular or individual, that incorporate or are seating units, recycling units, bike racks, trash cans, newspaper box organizers with integrated trash receptacles, recycling containers, (where agreed upon), advertising faces, a mounting pad for each amenity, and; for maintenance purposes, an area of three (3) feet surrounding all visible vertical sides of each piece of street furniture, except where the 3-feet

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surrounding encroaches upon a mounting pad or piece of street furniture provided or installed by a 3rd party. The parties agree that the style and design of the amenities provided are to be approved by the CITY MANAGER.

- 1.3. "CITY" and "CITY (s)" means The Incorporated entity known as the City of Lake City.
- 1.4. "CITY MANAGER" means the City of Lake City, City MANAGER or their designate.
- 1.5. "**Net Advertising Revenue**" means the total monthly, quarterly or annual revenue(s) collected from all sponsorship/advertising space leases within the jurisdictional territory covered under this Agreement less any necessary chargebacks or credits issued to sponsor clients and/or expense such as, but not limited to, posing fees, outside sales commissions, design fees, printing fees, regulatory compliance fees including taxes, permitting fees, amortized unit purchase and installation costs and maintenance costs.

TERM

- 1.6. The term of this Agreement shall be twelve (12) years commencing August 19, 2026, and ending August 18, 2038 (the "Term") unless terminated earlier pursuant to the terms of this Agreement.
- 1.7. The term length as set out in Clause 1.6 will commence at COA's receipt of the municipal authorizations required to install the Amenities pursuant to this Agreement. The CITY will not count the period prior to final municipal authorization towards this Agreement term.
- 1.8. Providing that COA has met all the contractual obligations hereinafter contained, COA will continue to provide its services as outlined in this agreement for successive one-year terms at the end of the original term of the contract.
- 1.9. The CITY agrees to provide COA with notice, in writing, of the intent NOT to extend this agreement under the same terms and conditions, at least one (1) year before the expiry of this agreement. If said notice is not provided in writing, COA will continue to operate its transit amenities program for the period contained within Clause 1.8.
- 1.10. Thereafter, in the absence of one (1) year notice, COA's transit Amenities program shall extend each 12 months, for an additional 12 months, until such time as notice is issued.

INSTALLATIONS & MAINTENANCE

2. All benches installed by COA will be installed in accordance with sections 302.1, 303.1, 303.2, 303.3, 303.4, 305.2, 305.3 and 903.5 of the Americans with Disabilities ACT (ADA).
3. COA agrees to install all Amenities on a mounting pad unless a suitable base exists. Where a mounting pad does not exist and is required, COA agrees to install, at the COAs sole expense, a mounting pad for every Amenity installed pursuant to this Agreement. COA shall be responsible for ensuring that all mounting pads

provide for the safe movement of pedestrians to, from and around the Amenity.

- 3.1. COA is responsible for and owns the concrete pads. If, however, the City chooses to pour a pad, it owns such pad, and it shall be responsible for maintaining that pad.
- 3.2. If COA has chosen to pour the pad and the CITY requires construction to occur at a location where COA has elected to and installed a mounting pad mounting pad, the CITY will be responsible for replacing the mounting pad. This will be at the expense of the CITY.
- 3.3. If the CITY requires a concrete mounting pad larger than 60 square feet, the CITY will be responsible for the cost of the additional concrete required.
4. COA agrees during the construction or installation of the Amenities to keep each location in a clean and orderly condition and remove all waste and unusable material from each location upon completion of the construction or installation of each Amenity or as required by the CITY MANAGER.
5. COA shall be solely responsible for obtaining all authorizations and the like before any Amenity is installed and for any work undertaken by COA pursuant to this Agreement. Any fees paid for such authorizations shall be deducted from revenue paid to the CITY.
6. The CITY agrees to permit COA to install amenities on untraveled portions of public roadways within the jurisdiction of Lake City:
 - 6.1. COA agrees to install Amenities at locations that are agreed upon by COA and approved by the CITY MANAGER.
 - 6.2. Amenities will be placed at locations within the CITY as mutually determined by the CITY MANAGER and COA. Both the CITY MANAGER and COA may request sites anywhere in the CITY, but final approval of all sites rests with the CITY MANAGER.
 - 6.3. Amenities cannot be placed within the traffic sight triangle.
7. Amenities must not interfere with the pedestrian right of way.
8. COA shall maintain all Amenities as defined herein in good repair and is solely responsible for ensuring the provision of normal maintenance to those Amenities as follows:
 - 8.1. to keep the grass trimmed,
 - 8.2. to keep the area free of debris,
 - 8.3. to keep the Amenities clean and free of graffiti, and
 - 8.4. to inspect Amenities for damage during regular maintenance and make arrangements for timely repair. COA shall provide normal maintenance to the Amenities once a month or as often as reasonably required, limited to a maximum of 1 visit per week. If an Amenity requires more than 2 visits per week, the contractor has the right to remove the Amenity, or the CITY and COA may reach a mutually agreeable

alternative solution.

- 8.5. COA is NOT responsible for the removal of any hazardous materials, including biohazardous materials such as bodily fluids. The CITY will be solely responsible for arranging for the removal of any and all hazardous and biohazardous materials from COA Amenities.
9. COA agrees to continuously maintain all Amenities and keep them free from damage and to protect the property of the CITY from injury or loss.
10. The CITY agrees to enforce applicable ordinances with regards to the placement of larger than casual volumes of trash or leaving household trash bags on COA pads.
11. It is acknowledged by the parties that, in the selection of each location, consideration will be given to the convenience of the public. It is further acknowledged that the placement of the Amenities shall be in such a manner so as not to obscure signs, transit stops or interfere with the visibility or effectiveness of advertising on transit shelters. The placement of all Amenities must be approved by the CITY MANAGER although COA has the right to refuse to install at any location. The CITY will permit installations up to a 30-degree angle provided the placement does not impede sidewalk traffic or otherwise create a danger to citizens.
12. COA shall comply with all requirements of the CITY with respect to parking and street occupancy during all installations and maintenance of Amenities.
13. COA will not service the Amenities during special events due to road closures and other unforeseeable reasons, the CITY and / or the Event Organizers must supplement our collection with the CITY's own roadside activities.
14. Maintenance information going back as far as 12 months from the current date will be available to the CITY via COA's municipal website portal. Login credentials to the municipal portal website shall be provided to the CITY by COA.

EMERGENCY REPAIR - MAINTENANCE

15. The CITY may provide written notice to COA when any Amenity requires regular maintenance or repair and COA, as soon as is reasonably possible, and not later than 48 hours after the giving of such notice, shall undertake the maintenance or repair required at COA's sole expense.
16. The CITY may provide written notice to COA when any Amenity requires emergency maintenance or repair if its condition is such that, in the CITY MANAGER's sole opinion, the condition renders a serious danger to the public. In such an event, COA as soon as possible and not later than 24 hours after the giving of such notice, repair and make the Amenity safe at COA's sole expense and to the satisfaction of the CITY MANAGER.

REMOVAL AND RELOCATION

17. COA acknowledges and agrees that the CITY shall have the right to order the removal or relocation of any

Amenity installed within the jurisdiction of the CITY. COA agrees to remove or relocate any such Amenity within 48 hours of the CITY giving notice to COA. COA shall restore the site from which the Amenity was removed to the condition the site was in immediately prior to the installation of the Amenity and to the satisfaction of the CITY MANAGER. Such removal, relocation and restoration shall be at no expense to the CITY and all such costs associated therewith shall be borne and paid for by COA. Where COA fails to remove or relocate such Amenity within 48 hours or where COA fails to restore the site as required, the CITY may arrange for such removal, relocation and restoration and COA shall be solely responsible for paying the CITY all costs incurred by the CITY for such work.

18. COA shall have the right to move and relocate the Amenity and relocate it to a location mutually agreed upon by both parties, if it is subjected to vandalism or otherwise incurs excessive damage. If either the CITY or COA determines that any location presents a safety hazard, the parties shall promptly agree upon a new location for that Amenity and COA shall relocate the Amenity within two (2) business days.

18.1. If COA determines the original location lacks sufficient advertising interest, COA reserves the right to remove the Amenity. The CITY has the option to purchase the Amenity from COA to keep the existing Amenity in place. Should the Amenity be sponsored at a later date, COA will share an annual revenue payment with the CITY.

TRANSIT STOPS & TRANSIT SHELTER PROXIMITY

19. If the CITY implements a transit service program during the term of this agreement, COA shall have the right of first consideration for the placement of any public seating amenities at any transit stop within the City Limits.

19.1. COA may provide Amenities at sites where advertising transit shelters exist providing that the terms are adhered to by COA and that the CITY MANAGER has approved such sites under the same approval criteria as all other sites.

19.2. The CITY MANAGER will approve/decline any site requested by COA within 30 days of receiving such a request. If the CITY MANAGER has not responded to requests within 30 days, COA shall have the right to commence installations without penalty provided that the CITY has not requested an extension. Such requests/communications shall be delivered to the intended parties as per Clause 34.

OTHER ADVERTISING PRODUCTS

20. The CITY MANAGER will not allow the placement of any other advertising products within the jurisdiction of the CITY, which interferes with the visibility or effectiveness of COA products.

20.1. The CITY MANAGER will not allow the placement of any other advertising products or Amenities that serve a similar purpose to those provided under this agreement (as defined "Amenities"). These include, but are not limited to, recycling containers or newspaper receptacles with third party advertising within the jurisdiction of the CITY.

REVENUE, ACCOUNTING & AUDIT

21. During the term of this Agreement COA agrees to continue the long-standing tradition of partnering with a local non-profit organization(s), that is/are designated as a 501(C) entity as defined by the IRS and actively serves the greater Lake City community with local programs or projects that directly benefit residents of the City.
- 21.1. COA agrees to establish a local grant program for local non-profits serving the City; which shall be funded thru COA's Net Advertising Revenue Sharing Program for Lake City.
- 21.1.1. COA agrees to contribute an amount equal to 24% of net advertising revenue collected for each installed advertising amenity which shall be paid directly to the awarded non-profit partner(s).
- 21.1.2. COA shall establish and manage a grant application process for the fund program which shall include specific criteria for funding eligibility and comply with all local, state and federal laws, regulations, rules and procedures governing such publicly available funding.
- 21.1.2.1. COA agrees not to fund programs or projects that may be viewed as controversial or partisan in nature including, but not limited to, political advocacy, individual political campaigns for public offices, religious instruction or worship, or similar programs or projects. General issue educational activities consistent with an applicant's tax-exempt purpose are permitted on a limited and restrictive basis at the sole discretion of COA's Grant Committee.
- 21.1.2.2. Any awarded application(s) selected for funding must provide direct public benefit to the residents of Lake City.
22. COA shall disperse funds to the awarded non-profit partner(s) in a manner determined solely at the discretion of COA and may be provided in monthly (1/12), quarterly or annual installments.
23. By April 30 of each year, COA shall, if so requested by the CITY, provide the CITY with financial statements satisfactory to the CITY MANAGER showing the revenues received or receivable for all Advertising Amenities for the previous calendar year, and/or for funds distributed under the established grant program.
24. The CITY or anyone designated by the CITY in writing shall have the right at all reasonable times to audit and inspect accounts, records, receipts, vouchers and other documents relating to the Advertising revenues associated with Amenities installed under this agreement and the grant funding program and shall have the right to make copies thereof and take extracts there from. COA shall make available all facilities reasonably necessary for such audits or inspections. All associated audit costs shall be borne by the CITY.
- ## ***EXCLUSIVITY***
25. COA shall have the exclusive right to supply advertising on the Advertising Amenities described under this Agreement during the Term provided the Agreement is in good standing.

REGULATION OF ADVERTISING COPY/STANDARDS

26. COA covenants and agrees that all sponsorship panels must be aesthetically pleasing and fit into the environments in which they are placed. Sponsorship panel copy and design must not contain any material, language, representation or image which discriminates on any prohibited grounds of discrimination as set out in the Human Rights Code, and all advertising copy and design must comply with Advertising Standards Codes and Guidelines including but not limited to the American Code of Advertising Standards and with all laws. Advertisements shall not:
- 26.1. contain inaccurate or deceptive claims or statements;
 - 26.2. present products prohibited from Sale to minors in such a way as to appeal particularly to persons under legal age;
 - 26.3. present demeaning or derogatory portrayals of individuals or groups;
 - 26.4. take a stand on controversial societal issues;
 - 26.5. exploit violence or sexuality;
 - 26.6. promote tobacco products;
 - 26.7. interfere with the operation of equipment of the provision of programs and services; and
 - 26.8. violate or conflict with any existing CITY policies or any new policies which may be adopted.
27. COA shall remove any advertising that is deemed by the CITY MANAGER in their sole discretion not to comply with the provisions herein or is otherwise objectionable within 24 hours of the CITY giving COA notice, failing which the CITY may remove such a panel at the sole expense of COA.

PROVISION OF PROMOTION AMENITIES & TERMS

28. COA agrees to make accessible to the CITY (upon 30 days' written notice), 10% of the unsold, available Amenities of the CITY under this Agreement during any month for use by the CITY (or their agencies) free of charge for public service messages or advertising for municipal purposes. The CITY will be responsible for the cost of designing, producing and supplying such public service messages or municipal advertising to COA. COA will be responsible for installation and removal of the advertising at COA's sole expense. COA will install the CITY messaging on the 15th of the month following the date of receipt of a final copy of the CITY messaging. COA will install all CITY promotional messaging as a part of its regular posting procedures. Signs will be installed and removed ONLY on the 15th of each month following the date of receipt of a finished copy of the CITY messaging.

OWNERSHIP

29. COA shall provide Amenities (where space requirements permit) and retain full ownership. COA shall be solely responsible for the maintenance and repair of the Amenities provided.

30. It is agreed that Amenities provided under this Agreement will remain the property of COA and on the termination of this Agreement shall be removed by COA or otherwise disposed of, unless otherwise agreed to by the parties in writing, and COA shall restore the sites to the condition they were in immediately prior to the installation of the Amenities, all at COA's sole expense.

TERMINATION FOR JUST-CAUSE/REMEDY

31. If COA neglects or fails to carry out or to comply with any of the terms, covenants, undertakings or conditions of this Agreement, the CITY MANAGER may, after having given written notice to COA of such default and which default was not corrected to the satisfaction of the CITY MANAGER within 30 days of the notice being given, terminate this Agreement by giving 90 days' notice in writing to COA and this Agreement shall be deemed to be terminated on the day specified in the notice and on termination. Upon such notice having been so delivered or sent, COA shall forthwith at COA's entire expense remove all Amenities. The sites from which the Amenities were removed shall be restored at COA's expense to the conditions they were in immediately prior to the installation of the Amenities and to the satisfaction of the CITY MANAGER.
32. Where COA fails to remove any Amenity or to restore any site as required by this Agreement at the termination of this Agreement or as otherwise required under this Agreement, the CITY may arrange for the removal of all or any of the Amenities and the related site restoration and COA shall be solely responsible for paying to the CITY all reasonable costs incurred by the CITY for such work.
33. COA may terminate this Agreement for convenience at any time and for any reason. COA shall give the CITY a minimum of 60 days' notice in advance of the date of termination for convenience. The Agreement shall terminate, and the parties shall have no further liability to each other except for obligations outstanding at the time of the effective date of the termination of this Agreement. The terms of this Agreement shall remain in effect until the date of termination.

NOTICE

34. The parties hereto further agree that all notices, demands and requests in writing may be sent by ordinary prepaid mail or by email to:

To:	City of Lake City
Name / Title:	Don Rosenthal, City Manager
Address:	205 N. Marion Ave Lake City, Florida 32055
Email:	Rosenthald@lcfla.com
COA:	Creative Outdoor Advertising Municipal Relations 8875 Hidden River Parkway, Suite 300 Tampa, Florida 33637
Email:	Municipal@CreativeOutdoor.com

35. Service by mail shall be deemed effective the 3rd day after mailing and service by email shall be deemed upon sending by email. Each party shall ensure that the other party is notified in writing immediately of any changes in the contact information above.

ACTS OF GOD

36. Any delays in or failures of performance by a party under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond control of the party affected, including but not limited to: acts of god, epidemics, changes in regulations or laws by any government, strikes or other concerted acts of workers, fires, floods, war, civil commotion, shortages of labor, materials or equipment; and any time for performance hereunder shall be extended by the actual time of delay caused by such occurrence.

INSOLVENCY

37. It is further agreed that should COA become insolvent, bankrupt, unable to pay its debts, make an authorized assignment, or compromise to their creditors and be unable to perform their duties under this Agreement, THE CITY without prejudice to its other lawful rights and remedies may forthwith terminate this Agreement by written notice and the time limit set forth in Clause 31 of this Agreement shall be waived.

ASSIGNMENT

38. COA may not assign their rights or obligations under this Agreement, or portions thereof without the written approval of the CITY which shall not be unreasonably withheld.

INDEMNITY

39. Notwithstanding anything else contained in this agreement and except as provided expressly below in this paragraph, COA will not be liable or obligated to the City or any other person or entity with respect to any matter or thing relating, directly or indirectly, to this agreement under any contract, negligence, strict liability or other legal or equitable theory for any indirect, incidental, special or consequential damages including, without limitation, any capital expenditures, reliance costs, lost profits, lost revenues or lost business opportunities even if the parties hereto had been advised of the possibility of such damages. Subject to the foregoing exclusions, COA aggregate liability in connection with or arising, directly or indirectly, out of or from this agreement and its performance or non-performance shall not exceed, under any circumstances whatsoever, in aggregate the greater of (a) the aggregate amount paid by COA to the City pursuant to this agreement as of the date of any claim made against COA by the City hereunder and (b) the stated face amount of any letter of credit, performance bond or similar instrument provided to the City by COA (or provided to the City by any financial institution or insurance or bonding company on behalf of COA) as security for the performance by COA to the City of its obligations under this agreement.
40. COA shall be responsible for any and all damages, or claims for damages for injuries or accidents done or caused by it or its employees or contractors, or resulting from the prosecution of the work, or any of its

operations, or caused by reason of the existence or location or condition of the work, or of any materials, paint or machinery used hereon or herein or which may happen by reason hereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees or contractors, to do or perform any or all of the several acts or things required to be done by it or them under and by this Agreement. COA covenants and agrees to hold the CITY harmless and indemnified for all such damages and claims for damage; and in case COA's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of this Agreement, the CITY may, 30 days after having given notice in writing of such failure, neglect or omission, take such steps, procure such material, items, trucks and workers and so such work or things as they may deem advisable toward carrying out and enforcing the same and may, to the extent of the costs thereof, charge these costs back to be paid by COA and may recover such costs in any court of competent jurisdiction as a debt due and owing by COA to the CITY .

41. COA covenants and agrees to, from time to time and at all times hereafter, well and truly save, defend and keep harmless and fully indemnify the CITY and their officers, servants or agents, from and against all actions, suits, claims, liens, and demands which may be brought against or made upon the CITY, their officers, servants, or agents and of, from and against all loss, costs, charges, damages and expenses which may be paid, sustained or incurred by the CITY, their officers, servants by reason of, or on account of or in consequence of the execution and performance of the contract work, or the non-execution or imperfect execution of the contract work or the supply or non-supply of the work or otherwise by reason of or arising out of the right to occupy portions of the untraveled public roadways hereby granted and COA will pay to the CITY or any of their officers, servants or agents, on demand, as the case may be, which may be paid, sustained or insured by the suits, claims, liens, executions or demands and all monies paid or payable by the CITY or such officers, servants, or agents in settlement or in discharge thereof or on account, thereof and that in default of such payment all loss, costs, changes, damages and expenses and all monies so paid or payable by the CITY or such officers, servants, or agents may or may be recovered from COA in any Court of competent jurisdiction as monies paid at COA's request and COA hereby authorize and empower the CITY or thereafter their solicitors for the time being to settle or compromise as the CITY or their solicitors may deem expedient, any actions, suits, claims, liens, executions or demands which may be brought against or made upon the CITY, their officers, servants, or agents by reason of, or on account of or in performance of the Agreement and the performance of the Agreement or the non-execution or imperfect execution of the contract work and the supply or non-supply of the contract work or otherwise by reason of or arising out of or as a result of this Agreement or the permission to occupy portions of the roadways hereby given.
42. In addition to and without limiting any of the other indemnification obligations of COA pursuant to this Agreement, COA covenants to indemnify and save harmless the CITY from any and all claims, liabilities, damages, costs, expenses, suits or actions, or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner resulting from any claim relating to the placement or removal of advertisement(s)

on any Amenities and to inventions, copyrights, trademarks, patents, industrial designs and rights thereto used in the work done or in the advertising placed on the Amenities, provided that COA shall have no obligation of indemnity hereunder with respect to any advertisement supplied to COA by the CITY .

INSURANCE

43. COA agrees to procure and maintain for the duration of this agreement, liability insurance relative to each Amenity installed in which the CITY are names insured equal to or in excess of the following minimum requirements and COA further agrees to file with the CITY and, a copy of the certificate of Liability Insurance evidencing such requirements. The Liability insurance policy shall:
- 43.1. Have a limit of liability of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for any one occurrence and the amount of such liability insurance shall be increased at the request of the CITY based on reasonable grounds acceptable to COA;
 - 43.2. Be comprehensive Liability Insurance covering all operations and liability assumed under this Agreement;
 - 43.3. Not contain any exclusions or limitations in respect of shoring, underpinning, razing or demolition of any building or structure, collapse of any structure or subsidence of any property, structure or land from any cause;
 - 43.4. Contain a cross-liability clause;
 - 43.5. COA shall be responsible for deductible amounts (which amounts shall be mutually satisfactory to COA and the CITY) under the policies.

AGREEMENT DEFINITION

44. No amendment of this Agreement shall be deemed valid unless effected by a written amendment signed by both parties and no waiver of rights of any kind under this Agreement shall be effective unless in writing by the party for whom they are a benefit
45. This Agreement shall be subject to and interpreted in accordance with the State of Florida.
46. Clauses 39 to 42 shall survive termination or expiration of this Agreement, and shall continue in full force and effect subsequent to and notwithstanding such termination or expiration until or unless they are satisfied, by their very nature expire, or they are waived in writing by the party for whom they are a benefit.
47. If any provision of this Agreement is held to be unenforceable or invalid, then the remaining provisions of this Agreement will remain in full force and effect.
48. This Agreement constitutes the entire Agreement between the parties to this Agreement and supersedes any prior agreements and understandings, oral or written.
49. The parties agree and expressly confirm that the CITY has conferred upon COA certain exclusive license rights to use municipal lands in connection, and solely in accordance, with the terms of this Agreement and COA has

no leasehold and/or tenancy and/or other interests or rights of any nature or kind whatsoever in any real property of the CITY in connection with the execution, delivery and/or performance of this Agreement by the parties. Further, should CITY or ANY agency on behalf of the CITY levy any form of occupancy or property tax of any kind on; or associated with; the product supplied under this agreement, the CITY shall be responsible for the payment of such taxes.

50. COA shall be responsible for all property taxes levied in association with any premises occupied by COA that are not located on CITY property.
51. Use of the word "will" or "shall" in this Agreement creates a mandatory obligation.
52. The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.
53. All contracts, whether of employment or otherwise, entered into by the Company with respect to this Agreement, including without limiting the generality of the foregoing, agreements with a Third Party, shall be made by the Company as principal and not as agent of the CITY and the CITY shall have no liability thereon.
54. Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had not been included.
55. This Agreement shall not be modified, varied or amended except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

Dated this ____ day of _____, _____

THE CITY OF LAKE CITY, FLORIDA

Dated this ____ day of _____, _____

CREATIVE OUTDOOR ADVERTISING

Name: _____

Title: _____

I have the authority to bind the corporation

EXHIBIT A:

COA Community Grant Application Form – Blank Sample



COA Community Grant Application

Supporting Non-Profit Organizations in the City of Lake City & Columbia County, Florida

PROGRAM OVERVIEW

Creative Outdoor Advertising of America, Inc., is proud to invest in the communities we serve. Our Community Grant Program provides funding to nonprofit organizations based in, or actively serving, the City of Lake City and Columbia County, Florida. We support programs that strengthen our local community, including efforts in education, youth development, health and human services, public safety, arts and culture, and civic improvement.

This application form is used to collect the information our Grant Committee needs to review your request. Please complete every section. Incomplete applications may delay review or be ineligible for funding consideration.

Typical Grant Range	Grants Awarded
\$500 – \$2,500 per organization	Up to 3 organizations per cycle

Amounts and number of awards are at the sole discretion of the COA Grant Committee and are subject to available funding each cycle.

ELIGIBILITY REQUIREMENTS

To be considered, an applicant organization must meet all of the following criteria:

- Hold current tax-exempt status under any 501(c) designation (e.g., 501(c)(3), 501(c)(4), 501(c)(6), 501(c)(19), etc.) or operate as a fiscally sponsored project of a 501(c) organization.
- Be based in, or directly serve residents of, Lake City and/or Columbia County, Florida.
- Use requested funds for a specific program, project, or operational need benefiting the local community.
- Be in good standing with no unresolved compliance issues with state or federal regulators.
- Not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other status protected by law.

Note: COA does not fund individuals, for-profit entities, or religious organizations for the purpose of religious instruction or worship. Funds may not be used for controversial or partisan political campaign activity, campaign contributions, or the endorsement of candidates for public office; general issue educational advocacy activity consistent with the applicant's tax-exempt purpose are permitted on a limited and restrictive basis at the sole discretion of COA's Grant Committee.

SECTION 1: ORGANIZATION INFORMATION

Organization Legal Name	
Mailing Address	
City / State / ZIP	
County Served (Lake City / Columbia / Both)	
EIN / Tax ID Number	
Year Organization Founded	
Website	

SECTION 2: PRIMARY CONTACT

Contact Name & Title	
Phone Number	
Email Address	
Executive Director / President Name	

SECTION 3: TAX-EXEMPT STATUS

- ☐ Our organization holds current 501(c) tax-exempt status (please attach IRS determination letter)

If checked above, specify your 501(c) subsection (e.g., 501(c)(3), 501(c)(4), 501(c)(6), 501(c)(19), etc.)

- ☐ Our organization is fiscally sponsored by a 501(c) organization (please attach fiscal sponsorship agreement and sponsor's determination letter)

SECTION 4: FUNDING REQUEST

Amount Requested

Enter a specific dollar amount.

Project or Program Title

Project Description

Describe the program, project, or need this grant will fund. What will the funds be used for, and on what timeline?

Community Need Addressed

What problem or need in Lake City / Columbia County does this address?

Population Served

Who benefits, and approximately how many people will this project reach?

Expected Outcomes / How You Will Measure Success

SECTION 5: PROJECT BUDGET

List all anticipated expenses for the funded project or program. Attach an additional sheet if more space is needed.

Expense / Budget Line Item	Amount Requested	Other Funding Sources (if any)
TOTAL		

SECTION 6: ORGANIZATIONAL BACKGROUND

Organization Mission Statement

Brief History & Current Programs

Annual Operating Budget (most recent fiscal year)

Other Current Funding Sources / Major Sponsors

SECTION 7: RECOGNITION & ACKNOWLEDGMENT

If awarded, organizations may be asked to acknowledge Creative Outdoor Advertising's support in event materials, social media, press releases, or signage, where appropriate. Please indicate your willingness below.

- ☐ Our organization agrees to acknowledge Creative Outdoor Advertising as a supporter if a grant is awarded
- ☐ Our organization is open to discussing visibility opportunities (e.g., event signage, social media mentions)

SECTION 8: REQUIRED ATTACHMENTS

Please attach the following documents with your application:

- ☐ IRS 501(c) determination letter (or fiscal sponsor's letter and agreement)
- ☐ List of current Board of Directors
- ☐ Most recent organizational budget or financial statement
- ☐ W-9 form

CERTIFICATION

I certify that the information provided in this application is true and accurate to the best of my knowledge, including our organization's tax-exempt status; that I am authorized to submit this application on behalf of the organization named above; and that, if awarded, grant funds will not be used for partisan political campaign activity, campaign contributions, or candidate endorsements.

Signature	
Printed Name & Title	
Date	

SUBMISSION INSTRUCTIONS

Please submit your completed application and all required attachments to:

COA – LC Community Grant Program

8875 Hidden River Parkway, Suite 300

Tampa, FL 33637

Ph: 1-800-661-6088

Email: Grants@CreativeOutdoor.com

Applications are reviewed on an annual basis / by [insert deadline]. Applicants will be notified of the Grant Committee's decision within [insert timeframe, e.g., 4–6 weeks] of submission.