

RESOLUTION NO. 1839

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
 AUTHORIZING THE EXECUTION OF AN "ADVERTISING EXHIBIT
 AGREEMENT" WITH THE STATE OF CALIFORNIA,
 DEPARTMENT OF TRANSPORTATION FOR THE
 INSTALLATION OF AN ADVERTISING
 DISPLAY AT THE GAVIOTA
 ROADSIDE REST
 AREA

BE IT RESOLVED by the City Council of the City of
 Soledad that the Mayor and City Clerk be, and they are hereby,
 authorized and directed for and in behalf of said City to enter
 into and execute an "Advertising Exhibit Agreement" with the
 State of California, Department of Transportation in the form
 of the document hereunto attached, marked, "Exhibit A", and by
 reference made a part hereof.

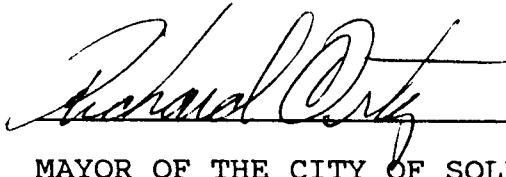
PASSED AND ADOPTED by the City Council of the City of
 Soledad at a regular meeting duly held on the 8th day of March,
 1988 by the following vote:

AYES, and in favor thereof, Councilmembers: Campos,
 Ledesma, Untalon, Mayor Pro Tem Slagle, and Mayor Ortiz

NOES, Councilmembers: None

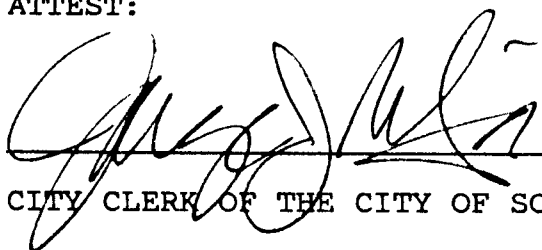
ABSENT, Councilmembers: None

ABSTAINING, Councilmembers: None



MAYOR OF THE CITY OF SOLEDAD

ATTEST:



 CITY CLERK OF THE CITY OF SOLEDAD

State of California
Business and Transportation Agency
Department of Transportation
Division of Right of Way

Agreement Number Gaviota
Effective Date 2-11-88

ADVERTISING EXHIBIT AGREEMENT

The STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION hereinafter referred to as STATE and City of SULLOYD, hereinafter referred to as ADVERTISER, hereby enter into the following Advertising Exhibit Agreement, hereinafter referred to as Agreement, executed this _____ day of _____, 19____, for the use of advertising exhibit space

1 STATE grants to ADVERTISER a permit to exhibit one (1) advertising display(s) on STATE S traveler information kiosk located at the _____ bound Gaviota Safety Roadside Rest Area.

2. ADVERTISER shall have the right to exhibit said display for a total of twelve (12) months commencing on the first day of the month following the month the display is installed by STATE and thereafter until cancelled by thirty (30) days advance written notice by either party STATE shall furnish ADVERTISER with a notice of completion establishing the date the display was installed

3 The exhibit fee is \$ 50.00 per month net prorated from the date of installation payable in advance in equal monthly installments on the first day of each month beginning on the commencement date to the State of California, Department of Transportation Headquarters Office, P O Box 1499, Sacramento, California 95807 or such other location as may be designated

4 Time is of the essence of this Agreement and each and every term and condition thereof ADVERTISER S failure to make any payment as herein provided or ADVERTISER S default in the performance of any of the terms and conditions of this Agreement shall at STATE S option be deemed a complete breach of this Agreement and upon any such failure or default and ten (10) days written notice by STATE to ADVERTISER of such failure or default the full amount remaining to be paid shall immediately become due and payable Such notice shall be deemed complete when STATE shall have deposited a notice to ADVERTISER in the United States mail, with postage prepaid In the event of the failure of ADVERTISER to make payment in full STATE is authorized to remove the display and to re-let the exhibit space Such removal and re-letting by STATE shall not work a forfeiture of the remaining payments to be made hereunder and ADVERTISER agrees to pay any deficiency arising from such re-letting.

5 In the event ADVERTISER becomes the subject of any petition in bankruptcy or receivership either voluntary or involuntary, or in the event of an assignment for the benefit of creditors, STATE shall have the right to immediately cancel this Agreement

6 ADVERTISER will arrange for the production of the display at their sole cost and expense Prior to production, the format and content of the display must be approved in writing by STATE and the display shall not subsequently be changed or altered unless STATE has given its prior written approval The display shall conform to all applicable rules regulations and requirements of all governmental bodies having or exercising jurisdiction STATE reserves the right to reject or refuse in its sole discretion any display which is false or misleading, which does not qualify as traveler information under STATE S procedures or which is otherwise prohibited

7 ADVERTISER agrees to deliver the display at their sole cost and expense, to the location specified by STATE for installation by STATE, within sixty (60) days after receipt of a fully executed copy of this Agreement STATE shall have the right to cancel this Agreement if ADVERTISER fails to deliver the display within the specified time in which case ADVERTISER shall have no further rights hereunder

8 ADVERTISER assumes full and complete responsibility and liability for the content of the display and agrees to save defend indemnify and hold STATE, its officers agents and employees harmless against any and all demands claims liability damages and causes of action including attorney's fees and all costs of any legal action, occasioned by or resulting from injuries or losses to any person firm or corporation however occurring, resulting from their reliance on ADVERTISER S display or from the form content or representations contained therein.

9 Any non use of the exhibit space contracted for herein and any loss of display time resulting from the ADVERTISER S acts or omissions shall be the ADVERTISER S sole loss and shall not relieve ADVERTISER from the obligation to pay the monthly charges set forth herein ADVERTISER shall not assign or otherwise transfer the right to use such unused space to any other person firm or corporation

10 Any delay in commencement of service or interruption of the display caused solely by STATE shall not be a breach of this Agreement STATE shall grant, at its option an extension of the term of service or a pro rata credit equal to the period of delay or interruption caused by STATE Such an extension or credit shall be the only damages recoverable by ADVERTISER.

11 Should it be necessary or desirable for STATE to repair, alter, reconstruct or remove the kiosk or cancel the Agreement for any reason, ADVERTISER shall have no claim against STATE for damages or otherwise by reason of such disruption, discontinuance or termination, but the payments to be made by ADVERTISER under the terms of this Agreement shall be prorated accordingly

12. If the display is lost, stolen defaced, damaged or destroyed through no fault of STATE, or is found by STATE to be in a deteriorated or faded condition regardless of the cause, ADVERTISER agrees to restore or replace the display and in that event the term of this Agreement shall be extended for a period co-extensive with the non-display time.

13. In the event two (2) or more ADVERTISERS are advertising on the same display, then all parties shall be deemed to be parties to this Agreement

14 In the event Agreements are made and entered into by and between STATE and ADVERTISER for exhibit space at more than one kiosk location, then each and every Agreement shall be a mutually dependent Agreement, and the default by ADVERTISER in the performance of the terms and conditions of any single Agreement shall, at the option of STATE constitute a breach of each and every Agreement made between STATE and ADVERTISER.

15 ADVERTISER shall not assign transfer or sublet their rights under this Agreement without the prior written consent of STATE This Agreement shall be binding on the heirs, successors and assigns of the parties and any assignment shall not relieve the parties of their obligations hereunder It is the intent of the parties that all obligations of ADVERTISER shall accrue to the burden of ADVERTISER'S interest in the business enterprise and property which this Agreement is to benefit STATE shall have the right to file this Agreement in any manner permitted by law to protect its rights hereunder

16 STATE does not recognize and is not bound in any way or obligated to any person, firm or corporation not specifically designated and identified in this Agreement All verbal agreements are embodied and merged into this written Agreement which constitutes the entire understanding between the parties hereto No representations have been made or relied upon by either party, other than those expressly set forth herein No agent, employee, or other representative of either party is empowered to alter or modify any of the terms hereof, unless done in writing and signed by an authorized officer Failure of either party to this Agreement to object to, or to take affirmative action with respect to, any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or of any future breach or subsequent violation.

17 In the event suit is instituted to enforce this Agreement, or any of its terms and conditions, ADVERTISER agrees to pay STATE'S reasonable attorney's fees and any costs allowed by law in addition to any other remedy specifically provided for hereinabove

This Agreement shall not be binding on STATE until executed by an authorized agent of STATE and on such written acceptance shall constitute a contract between the parties.

ADVERTISER

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

NAME _____
City of SOLEDAD
AGENCY NAME (if applicable)
X By: *[Signature]*
Title: City Manager
PO Box 156
Number and Street
SOLEDAD, CA 93960
City State Zip Code
(408) 678-3963
Telephone Number

By: *[Signature]*
Title: *Chief, LPA Branch*

For Department Use Only