



## *Agenda Commentary*

**Item Title/ Subject:** Consider Sign Proposal from Adventure Signs for Community use.

**Staff Source:** City Manager, Steve Hewitt

**Date:** January 3, 2014

**Background/Subject Information:**

(See attached information)

Adventure Signs has approached the City regarding a community sign. They provide a free LED community sign(s), recommending the location of Modelle and Gary intersection, no cost to the City. Adventures would sale local business advertisement on the sign and City, School, & Chamber could advertise events, programs, etc. at no cost. This could be very informative. 10 Year Agreement.

I provided the information to the Chamber for feedback. Chamber board supported the concept. The success of the concept is pending Local Business Advertising can be obtained each year.

**Recommendation:**

Staff is intrigued by the concept and felt the feedback from the City Council was warranted. Adventure signs will be here to present the concept/proposal for City Council & public. If City Council agrees with concept, staff would like to have the contract more defined and some additional protections added by the City Attorney.

Feedback and discuss is encouraged and suggested. Community Sign would be greatly beneficial to our Acme Programs and School/Chamber events.

**Price/Cost:** Adventure Signs states this is an \$82,000 investment.

(City would need to provide electricity. Location recommended is currently maintained by City crews.)

## Steve Hewitt

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**From:** Ralph Peck <ralph@signsbyadventure.com>  
**Sent:** Friday, December 06, 2013 2:22 PM  
**To:** Steve Hewitt  
**Subject:** Adventure Signs

Dear Mr. Hewitt,

We are currently working with the municipalities throughout Oklahoma concerning putting in a digital sign that fits your community. This digital board would be full color (1.5 gig of color) and would fit Clinton and your city's needs.

Simply put, we provide you with a sign, installed, digital accompanying, where you have 50% of the time on the board, a great arena with the opportunity to advertise those things happening within your city. It would be great for parades, high school sports messages, city messages, etc... There would be a significant amount of money that would go toward this sign, and would look great in several portions of your city.

The amazing thing is that Clinton's cost towards the installation of this sign, is zero dollars.

That's correct, it would cost the city nothing for us to install your sign, give you the software to run the sign, and make an exceptional statement for the community.

That leaves you with a tremendous amount of time to put your messages up, run them for seven seconds each, and make it all work.

50% of the time on the board would be ours, and we would sell that time to four or five advertisers within Clinton, on a yearly basis.

There is a couple of things we are looking for the city to do. #1. The city provide and pay for electricity and insurance to operate the sign. #2. The city would mow and maintain the sign at the ground level, if necessary.

We would take care of everything else.

This is a "free" sign, that operates throughout the day and into the night, and that this sign would be on a renewable 10 year lease through Adventure Signs.

Quite frankly, there is 50% of the time that Adventure would have the opportunity to advertise on the sign but through its makeup and design, would be a Clinton sign.

I have examples of the particular signs that I would be happy to send you.

Thanks a lot, and looking forward to hearing from you, I am,

Ralph Peck  
918.344.7015  
Adventure Signs  
<http://signsbyadventure.com>

# the sign you've been looking for.

## the idea

Your city signage conveys an image to citizens and guests. What does your signage say to them? Can it say more? We are partnering with cities to bring handsome city signage paired with digital signs into your hometown.

## how does it work

**Communicate to citizens in real-time. Simply.**

We provide the signage, digital display, install, and maintenance at little or no cost. We also provide you with 50% of the digital content, as well as manage the updating for you.

## why partner

What's in it for you? We know managing a city involves driving several moving processes. Monitoring and the maintenance of a digital sign is one more process to learn, develop, staff, and fund. Digital signage requires weekly, sometimes daily monitoring, and maintenance.

*Problem.* You're not a sign company or an ad agency. *Solution:* Let us provide, market, and manage your signs.

Why dedicate time, and staff away from what matters? Do what you do best; **manage the city.**

## free... sounds like a scam

It's not free, we're footing the bill. Think of it as we're investing in your hometown. We recoup our investment through using our 50% of the digital sign for advertisements. We want to see you succeed ...and we hate ugly signs. No offense.

## what's next

If you, and your city are willing to consider being a partner, all we ask is that you put us into contact with the city manager or decision maker.

**Simply.**

## ourstory

Sign guys aren't typically great at managing cities. As you also might guess, city managers are not great graphic designers. We believe that there is a way to play to one another's strengths, for a mutual win.

Early in 2013, we ran onto a city sign in particularly dire need of an uplift, but there was also a need to be able to communicate current events. Digital Message Centers are an obvious solution for this type of problem.

**We're looking  
to invest where  
there is a need,  
to partner with  
people to help  
them succeed.**

Unfortunately, projects like this can require substantial financial and staffing commitments. This becomes a hindering point for many small to medium sized city governments. *That is where we come in.*

Adventure is passionate about partnering with people to provide creative, and effective signage solutions that last. We find ourselves opting out of cheaper digital products & methods, in pursuit of quality. We could build more/faster, but we aren't. We're not looking to make a quick buck.

We're looking to invest where there is a need, to partner with people to help them succeed...but enough about us, let's talk about you.

918.344.7015  
info@signsbyadventure.com

follow us online [signsbyadventure.com](http://signsbyadventure.com)



citypartner  
program

clintonoklahoma

  
SIGNSBYADVENTURE.COM

# SAMPLE

## ADVERTISING AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, between the \_\_\_\_\_, a public trust benefitting the City of Clinton, Oklahoma (\_\_\_\_\_) and **ADVENTURE SIGNS** (the "Advertiser").

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Grant of Advertising Rights.** \_\_\_\_\_ hereby grants to the Advertiser those advertising rights and privileges including the right to advertise on the video display, sign, and electronic message center (collectively the "Equipment") located at the sign operated by \_\_\_\_\_ and the \_\_\_\_\_ in Clinton (the "sign"), in exchange for the promises by the Advertiser to repair and maintain the Equipment and to allow \_\_\_\_\_ a portion of the advertising content. The promises made by \_\_\_\_\_ and the Advertiser herein are contingent upon execution of a mutually agreeable land lease for the property on which the sign is located with the property owner.

2. **Term.** This Agreement and the grant of advertising rights shall extend for a term of ten (10) years beginning the later of \_\_\_\_\_, 2014, or the date the advertisements are installed on the Equipment and the Equipment is prepared for accepting electronic content (the "Commencement Date") and ending on the tenth anniversary of the Commencement Date (the "Term"). Each 12-month period during the Term commencing on the Commencement Date and each anniversary date thereof shall be referred to as an "Agreement Year".

3. **Responsibilities of the Advertiser.** In exchange for \_\_\_\_\_ granting the Advertiser the advertising rights set forth herein, the Advertiser, at its sole cost and expense, shall perform the following work to the Equipment and undertake the following obligations:

Install two - 19mm Sign Boards of 5' x 12'

Install toppers for the two signs to reflect \_\_\_\_\_ as the projected owner/lessee of the signs;

The Advertiser will handle the electronic message center, and the use of fixed signs, including maintenance of the entire configuration;

Changes to the sign's content shall be made via a website dedicated for use by the City, with approval of all changes proposed being made through the website, with the particular persons affected being notified by e-mail of any requested changes, and the changes to the message will be implemented within 24 hours.

4. **Responsibilities of \_\_\_\_\_**. In exchange for the Advertiser fulfilling the responsibilities set forth above, \_\_\_\_\_ shall undertake the following obligations:

\_\_\_\_\_ will provide electricity to the sign, at its sole cost and expense;

\_\_\_\_\_ will maintain the area directly beneath the sign;

\_\_\_\_\_ will maintain insurance on the sign;

5. **Advertising**. Following installation of the Equipment, \_\_\_\_\_ and the Advertiser shall each have access to 50% of the time available on each board. The Advertiser has the right to sell advertising on the sign and the Equipment, except for the content devoted to \_\_\_\_\_, the City.

6. **Advertising Content**. \_\_\_\_\_ may reject, in whole or in part, any art work or advertising copy which \_\_\_\_\_, in its sole discretion, determines to be in violation of City policy, objectionable in appearance or subject matter, offensive, controversial, contrary to the mission of the City or \_\_\_\_\_, or which interferes with existing marketing programs or contracts.

7. **Intellectual Property**. The Advertiser represents and warrants to \_\_\_\_\_ that all marks, logos and advertising copy provided for display on the Equipment by the Advertiser is owned by the Advertiser or that the Advertiser has the authority to make use of such property in the manner contemplated by this Agreement. The Advertiser agrees to indemnify and hold the City harmless from and against all claims, damages, costs and expenses, including attorney's fees, arising from any claim for copyright or trademark infringement or violation of other intellectual property rights.

8. **Assignment**. This Agreement may not be assigned by the Advertiser, in whole or in part, without the prior written consent of \_\_\_\_\_.

9. **Casualty Loss.** If the Equipment is damaged or destroyed, in whole or in part, the Advertiser may either replace or repair the Equipment in a timely manner or terminate this Agreement. The Advertiser agrees to provide \_\_\_\_\_ with written notice of its election no later than thirty (30) days after the date of the casualty loss. If the Agreement is terminated as a result of such casualty loss, neither party shall have any further obligation to the other, provided that the Advertiser shall remain responsible for payment of all repairs and installation undertaken prior to such casualty loss. Any insurance proceeds from the loss shall be devoted to repair of the sign.

10. **Limitation of Liability.** The entire liability of \_\_\_\_\_ to the Advertiser, whether arising in contract or in tort, will not exceed the capital contribution of the Advertiser in undertaking repairs and upgrades to the sign. In no event will \_\_\_\_\_ be liable to the Advertiser for incidental, indirect, special or consequential damages including, but not limited to, loss of use, revenues, profits or savings.

11. **Warranties.** Advertiser acknowledges that \_\_\_\_\_ has made no warranty, expressed or implied, concerning the Equipment, the advertising rights granted under this Agreement or the operation of the Equipment including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

12. **Termination.** The repairs and upgrades to the sign shall be amortized on a straight-line basis over a ten (10) year period, commencing upon installation of the Equipment. If this Agreement terminates prior to the end of such amortization period, the unamortized amount shall be paid to the Advertiser. Upon such payment or at the end of the amortization period, the Advertiser shall deliver to \_\_\_\_\_ good and marketable title to the sign, free and clear of all liens, security interests and encumbrances.

13. **Miscellaneous:**

(a) **Violation of Laws, Rules or Regulations.** The parties agree that if any part or provision of this Agreement is held to be invalid, illegal, void or in any other manner unenforceable or to be in conflict with any applicable law or regulation, the validity of the remaining portions or provisions of this Agreement shall not be affected and such part or provision shall be construed and enforced in the manner designed to effectuate the intent of the parties to the maximum extent permitted by law.

(b) **Choice of Laws**. This Agreement shall be construed in accordance with the laws of the State of Oklahoma.

(c) **Entire Agreement**. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and replaces and supersedes all prior communications, representations or understandings. This Agreement cannot be modified or otherwise amended except by written instrument signed by both parties.

(d) **Attorneys' Fees**. In any action for breach or to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover, against the non-prevailing party, a reasonable attorneys' fee and all costs of the action.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

**ADVENTURE SIGNS**

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Clerk**