

**Toby Outdoor LLC**  
Advertising Display Contract

Advertiser named below contracts for 2 advertising display(s) upon the following terms and conditions:

Face No.	Locations of Displays <i>Location descriptions including route, county and city or town</i>	Illum.* #6 on Back	Non-Illum.	Size (Approx.)	Price Per Month	
36/37	Yadkinville -- US 421, .5 mi. s/o Reavis Rd exit, f/s	Yes		12 x 48.5	\$700.00	Net
46/47	Yadkinville -- US 421, 1 mi s/o Unifi Rd exit, f/n	Yes		12 x 48.5	\$700.00	Net
<del>\$698.00 Insurance Charge included with total sum</del>						

**1. DISPLAY PERIOD:** Each display shall be maintained in service for a period beginning on the date of installation April 1, 2016 and terminating 12 full months after the date of installation. Unless the display is installed on the first of the month, the initial invoice will be pro-rated to the first of the following month.

**2. COPY:** All copy shall be solely for the benefit of Yadkin County Human Services  
(Name of the Advertiser)

Advertising Foster Care and Adoptions  
(Name of Product or Service)

and may be rejected good faith, if Toby Outdoor, LLC. believes it unlawful or detrimental to Toby Outdoor, LLC.

**3. TERMS NET CASH:** For two Advertising Display(s), Advertiser promises to pay Toby Outdoor, LLC the total sum \$ \*17498.00, payable in monthly installments in advance at the price specified. The first monthly installment to begin on the date of installation of service on all such displays (the date specified in paragraph numbered 1, if a renewal contract), and the remaining installments on the first of every month. If completion of any display is delayed unreasonably, Advertiser agrees to pay when billed, the amount of the monthly installment allocable to displays for which service has commenced. Upon Advertiser's failure to pay any installments when due, Toby Outdoor has the right to declare the remaining monthly installments immediately due and payable. If Advertiser fails to pay the amount of said remaining balance on demand, Toby Outdoor may deem Advertiser to be in complete breach of this contract, whereupon Toby Outdoor may recover judgment against Advertiser for the remaining balance and remove the Advertiser's copy from all displays.

**4. PRODUCTION FEES:** A production charge of \$ 2.00 per square foot shall apply for the manufacture of this display. The total charges calculated for printing and installation are \$2328.00. 2 new vinyl \$1164.00 each

Accepted:

By: W. M. DAVIS  
Date: MARCH 1 20 16 (GM)

By: Yadkin County  
Date: 3-21 20 16

Address: PO Box 548

New ☒ or Renewal

City: Yadkinville State: NC Zip: 27055

**Toby Outdoor, LLC**  
P.O. Box 11397  
Charlotte, NC 28220  
Phone: 704 / 504-5330  
Fax: 704 / 504-8440

Phone: 336 678 4210 x 7548 Fax: \_\_\_\_\_

Email mmays@yadkincountync.gov

Accounts Payable Contact: \_\_\_\_\_

Actual Installation Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Surety Agreement**

In consideration of Toby Outdoor, LLC entering into this contract with the Advertiser, the undersigned ("Surety") agrees and becomes a surety for Advertiser in favor of Toby Outdoor, LLC for all sums due by advertiser under this contract. The obligation of Surety is joint and several with Advertiser and Agent (if Applicable) for the full performance of all of advertiser's obligations under this contract or any continuation. Surety consents to all extensions (if any). Surety waives any benefit that may allow him to limit this obligation to less than the full obligation of Advertiser. It is understood that, without this guarantee or surety agreement, Toby Outdoor would not be willing to enter into this contract with the Advertiser.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

X  
SURETY  
(Print name)

(Address)  
\_\_\_\_\_  
(Phone Number)  
\_\_\_\_\_

(Initials) \_\_\_\_\_ The terms and conditions of this contract consist of the ADDITIONAL CONDITIONS printed on the back side of this page as well as those printed or written on the face thereof, and/or on any page attached hereto and signed by both parties.

(More on back of page)

ADDITIONAL CONDITIONS:

5. **COPY SCHEDULE.** Advertiser shall furnish Toby Outdoor with approved copy and specifications, within thirty days after acceptance of this contract. Commencement of service of each display for which such copy has not been so furnished shall be regarded as beginning no later than 40 days after the execution of this contract. If Advertiser has not provided approved artwork within 40 days of execution of this contract billing for the display shall begin whether or not copy is displayed.  
If copy or notice to remake existing copy is furnished late, Toby Outdoor will complete the remake, whenever possible, within forty (40) days of receipt of new copy and written notice. Advertiser will be entitled to no credit for remakes missed due to failure of Advertiser to furnish copy or such notice to remake existing copy within the time specified.
6. **ILLUMINATION.** Illuminated displays are to be illuminated from one-half hour after sunset until midnight on Interstate highways. On all other highways and routes, illumination shall be until 11:00pm. For any period of non-illumination, Advertiser shall receive a pro-rated credit of 10% of the monthly rate. If any state or federal law, ordinance or mandate is enacted requiring "green energy," or a "carbon tax", or "greenhouse gas emission" or any other energy tax or initiative is enacted or imposed after January 20<sup>th</sup> 2009, which increases the cost of illuminating this display, Toby Outdoor may pass this additional charge directly to the advertiser and Advertiser agrees to pay the difference between the agreed monthly rate on the front of this contract and the additional tax.
7. **MAINTENANCE OF CUTOUTS / EXTENSIONS / SKIRT COPY / SPECIAL TREATMENTS.** Maintenance of Cutouts, Extensions, Skirt Copy and Special Treatments, if specified, shall include regular patrol and inspection and, when necessary, cleaning, repairing worn portions, replacing or adjusting defective or excessively worn parts and equipment during the period of this contract. If at the time of any renewal of this contract, Toby Outdoor considers it necessary to replace any or all of the Special Treatment and/or equipment in order to efficiently maintain the displays during the renewal period, Toby Outdoor will notify Advertiser and allow approval of such renewal and authorize Toby Outdoor to replace such Special Treatment and/or equipment at Advertiser's expense.
8. **TITLE.** Toby Outdoor shall retain title to all production materials, including vinyl's, cut-outs, extensions, illuminated letters and electrical and mechanical equipment until the expiration of this contract and the payment of all sums due Toby Outdoor under this contract are paid in full and within the terms of this contract. Upon payment in full, title to the vinyl's may pass to Advertiser if the request for transfer is made in writing no less than 30 days prior to the expiration of this contract and removal of the display. For vinyls smaller than 278 square feet an additional charge of \$100.00 will apply. Upon receipt of written instructions from Advertiser thirty (30) days prior the expiration of this contract and payment in full, Advertiser shall furnish written instructions to Toby Outdoor, and Toby Outdoor shall, at advertiser's expense deliver or/and ship the vinyl to the advertiser F.O.B. Charlotte. In default of such instructions, title to the vinyl shall remain the property of Toby Outdoor and Toby Outdoor may use or dispose of the property at its discretion.
9. **CONTINGENCIES.** If, because of any event beyond its control, Toby Outdoor is unable to maintain any display covered hereby, or if any display location lost, or removed, Toby Outdoor shall replace the display at its expense at a location of substantially equivalent advertising value and approved to by the advertiser. Or Toby Outdoor shall extend service for such period as shall provide advertiser with substantially equivalent advertising value, or Toby Outdoor shall by a combination of replacement of such display on another location, and extension of service, provide advertiser with substantially equivalent advertising value.
10. **RENEWAL.** This contract shall self renew for sixty (60) day terms, or 2 complete billing cycles after its expiration and thereafter for consecutive and successive 60 day renewal terms until Advertiser or Toby Outdoor gives 60 day written notice day of nonrenewal. Unless specified otherwise, advertiser shall have the exclusive right to renew this contract at terms agreed to by both advertiser and Toby Outdoor.
11. **SPECIFICATIONS.** The specifications attached hereto and signed by both parties are a part of this Contract.
12. **Special Conditions.** \_\_\_\_\_



# Become a Foster Adoptive Parent

336-679-4210

YADKIN COUNTY HUMAN SERVICES A



# Become a Foster Adoptive Parent

336-679-4210

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# Become a Foster Adoptive Parent

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YADKIN COUNTY HUMAN SERVICES A

AME-A BRAY

RFP Number (if applicable):

Name of Vendor or Bidder:

Toby Outdoor LLC

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

WHITNEY DAVIS

MARCH 3, 2016

Signature

Date

WHITNEY DAVIS

SR ACCT MGR

Printed Name

Title

**Notes to persons signing this form:**

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and will be updated every 180 days.