

# Purchase Order

## Public Service Commission

State of North Dakota  
Bismarck ND 58505-0480  
United States

**Vendor:** 0000014511  
NEWMAN OUTDOOR ADVERTISING  
PO BOX 60  
BISMARCK ND 58502-0060

Dispatch via Print

<b>Purchase Order</b> 40800-0000000279	<b>Date</b> 07/13/2012	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> Now	<b>Freight Terms</b> FOB DEST, FRT PREPAID		<b>Ship Via</b> Common
<b>Buyer</b> Schmidt, Krista	<b>Phone</b>		<b>Currency</b> USD

**Ship To:** Public Service Commission  
600 E Boulevard Ave, Dept 408  
Bismarck ND 58505-0480  
United States

**Bill To:** Public Service Commission  
600 E Boulevard Ave, Dept 408  
Bismarck ND 58505-0480  
United States

**Tax Exempt?** Y    **Tax Exempt ID:** E-2001    **Replenishment Option:** Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	Poster Billboards - Call Before You Dig		20.00	EA	500.00	10,000.00	07/13/2012
<b>Item Total</b>						<u>10,000.00</u>	
<b>Total PO Amount</b>						<u>10,000.00</u>	

10    **GS-11-678**    Filed: 7/13/2012    Pages: 3  
**Purchase Order**

Public Service Commission

**Authorized Signature**

Gallion, Joshua

TERMS AND CONDITIONS

1. The Company agrees to display all posters herein contracted for within five (5) working days of the date reserved. Credit for failure to do so will be issued for the period from the date reserved to the date posting is executed, or the Advertiser may, at its option, receive make-good posting for an equal period.
2. The Advertiser agrees to furnish the Company a sufficient quantity of posters to execute posting at least five (5) working days prior to the date reserved, and failure to do so shall not affect or alter the display period and the Advertiser shall remain obligated for payment to the Company for the contract term. If the Company is requested by Advertiser to furnish such posters, such poster content shall be submitted by the Company to the advertiser and the Advertiser shall approve such content or provide the Company with substitute posters within ten (10) days after submission by the Company to the Advertiser. In the case of default in furnishing substitute posters or in approving the poster content submitted by Company within the ten (10) day period, commencement of service under this contract shall be deemed to occur on the date reserved and Advertiser shall remain liable under this contract.
3. Posters provided by Advertiser will have sufficient weight, tensile strength, and opacity to prevent "show through" of previously posted copy and will conform to the standard sizes currently approved by the appropriate industry organization. The Company retains exclusive control and supervision over the posting, maintenance, and removal of posters and over the location on which they are displayed. Unused posters may be disposed of by the Company upon completion of the scheduled called for herein, unless written instructions to do otherwise are received from the Advertiser.
4. Illuminated poster panels will be illuminated from one-half hour before dusk until midnight.
5. The Advertiser agrees to pay the Company for space according to the rate specified within thirty (30) days of each posting date in default of which payment, the Company may terminate this contract without prejudice to any right of compensation and damages for breach thereof, and any balance shall immediately be recoverable by the Company as liquidated damages. It is specifically understood and agreed to by the parties hereto, that if there be default by the Advertiser in any respect regarding this contract, thus making it necessary for the Company to employ an attorney to enforce the provisions of this contract or to file suite against the Advertiser to recover any unpaid balance or consideration due, the Advertiser shall be obligated to pay the reasonable attorney fees incurred by the Company.
6. Political contracts shall be accepted only upon receipt of ten percent (10%) of the total amount of the contract, which is non-refundable, and the balance shall be due and payable sixty (60) days in advance of the date(s) reserved. Posters ordered by the Company for political advertisers shall be paid for in full prior to the order being placed by the Company.
- ~~7. The Company reserves the right to reject any copy which is morally offensive, false, misleading or deceptive, or which violates existing laws. Advertiser warrants that all approved designs to not infringe upon any trademarks or copyrights, state or federal. Advertiser agrees to defend, indemnify and hold harmless the Company from any and all loss, liability, claims and demands, including attorneys fees arising out of the character, content or subject matter of any copy displayed pursuant to this contract.~~
8. If this contract is signed by an advertising agency, the term "Advertiser" as used herein shall include both the actual Advertiser and the advertising agency where applicable and all obligations of the Advertiser shall be the joint and several obligations of both the actual Advertiser and the advertising agency. The actual Advertiser acknowledges that payments made to its advertising agency are not considered payments under this contract until received by the Company.
9. This agreement is subject to approval by the Company. This agreement is accepted and executed in the State in which the poster displays are actually located and the laws of that State shall govern its interpretation, effect and rights and liabilities of the parties. The parties hereby irrevocably submit to the jurisdiction of the District Court of the county and state where the poster display is located over any action or proceeding to enforce or defend any matter arising from or relating to this contract. Advertiser hereby irrevocably waives the defense of an inconvenient forum as a defense to maintenance of any such action or proceeding in said court.
10. It is expressly agreed that the Company is not bound by any stipulation, representation or agreement, verbal or otherwise, which is not set forth specifically in this contract.
11. If Company is prevented from posting or maintaining any of the spaces provided for herein by causes beyond its control of whatever nature, including, but not limited to, acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event the Company is unable to deliver any portion of the services required in this contract, this shall not constitute a breach of contract by the Company. Credit shall be allowed to the Advertiser at the rate set forth herein for such space or service for the period that such space or service shall not be furnished.

Advertiser

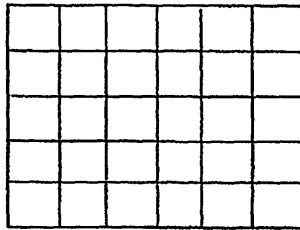
Signed By Patrick Fahn

Print Name PATRICK FAHN

Approved [Signature]

Date 7-12-2012

Date 7/13/12



P.O. Box 60  
 Bismarck, North Dakota 58502  
 3800 Commerce Drive  
 Bismarck, North Dakota 58501  
 Phone: (701) 255-0070  
 Fax (701) 255-7144

POSTER DISPLAY CONTRACT

ADVERTISER ND Public Service Commission - ND One Call

AGENCY \_\_\_\_\_

ADDRESS 600 E. Boulevard Ave. Dept. 408 Bismarck, ND 58505-0480

TELEPHONE (701) 328-4077 FAX \_\_\_\_\_

The undersigned authorizes and directs Newman Signs, Inc., d/b/a/ Newman outdoor Advertising, to execute the poster showing listed below in accordance with the terms and conditions on the reverse of this contract, and, as necessary, to furnish posters in the quantity and at the price stated herein.

MARKET(S)	SHOWING INTENSITY	ALLOTMENT		MONTHLY RATE	NO. OF MONTHS	TOTAL
		REG.	ILL.			
Various ND markets per attached display proposal. Includes cost of poster production	PS	20		\$ 500.00	1	\$ 10,000.00

\*Note: Billing will commence on the date specified below. Artwork must be approved no later than two weeks prior to post date reserved.

DATE RESERVED	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
YEAR								2012				

Advertiser will provide printed poster paper. Posters to cost Varies  
 POSTING DATE: \_\_\_\_\_ of each month. DESIGN: As approved by ND Public Service Comm.

TERMS: Each months service to be paid Newman Outdoor Advertising within 30 days of each posting date: A late charge of 1 1/2% per month on the unpaid balance will be imposed when payment or installment is past due by 30 days.

NEWMAN SIGNS, INC. dba  
 NEWMAN OUTDOOR ADVERTISING:  
 Approved Bruce Strinden

ADVERTISER  
 Signed by Patrick Fahn   
 Print Name Patrick Fahn

Date 7-12-2012

Date 7-12-2012