

PUBLIC SERVICE AGREEMENT

THIS PUBLIC SERVICE AGREEMENT (“PSA”), made and entered into the _____ day of _____, 2020, between the **CITY OF HAMPTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (“Lessor” or the “City”), and **ADAMS OUTDOOR ADVERTISING, LIMITED PARTNERSHIP**, also known as AOA, Limited Partnership, a Virginia Limited Partnership (“Lessee”), recites and provides:

Lessor and Lessee have entered into an Agreement of Lease of even date herewith for the lease of two certain billboard structures owned by Lessee and located on certain property owned by Lessor in the City of Hampton, Virginia (**collectively, the “Lease”**), all as more particularly described in the Lease. Specifically, Section 3 of the Lease provides that the party will enter into a public service agreement to advertise certain sponsored events by the City on Lessee’s off-premise outdoor advertising signs in Hampton, Virginia.

WITNESSETH:

For and in consideration of the terms hereinafter set forth, Lessee agrees to provide certain advertising space to the City, subject to and in accordance with the provisions hereof.

1. **Term:** The term of this PSA shall run concurrently with the term of the Lease, and shall be for a term of five (5) years, commencing on September 1, 2020 and expiring on August 3, 2025 (**the “Term”**). Notwithstanding the above, this PSA shall automatically terminate in the event the Lease terminates for any reason, effective as of the date of the Lease termination.

2. **Advertising:** Lessee shall provide advertising space on any digital face as selected by Lessee, on any outdoor advertising structure owned by Lessee with interstate exposure in Hampton, Virginia from the I-664 billboard near the Power Plant to Settlers Landing Road, as shown on the map attached hereto as **“Exhibit “A”** and made a part hereof, subject to the following terms and conditions:

- a. Lessee shall provide the City with one digital slot for City-sponsored events for a maximum of 26 weeks, with each exposure being no less than one week in duration, per each 12-month period commencing on the effective date of the Lease and each anniversary date thereafter during the Lease term.
- b. Lessee will waive all customary posting and installation fees for the digital format for all advertising provided under this PSA.
- c. Lessee shall place digital advertising under this PSA on a billboard structure that has no greater than seven (7) image slots.
- d. The City recognizes and agrees that any advertisement provided under this PSA will be subject to being replaced by emergency announcements, including but not limited severe weather alerts and Amber alerts.
- e. The City must provide Lessee art work for any digital exposure requested under this PSA no later than thirty (30) days prior to the event date to be advertised.
- f. This PSA shall not apply to any advertising currently under separate agreement with Lessee by any City department or entity.

3. **Entire Agreement.** This PSA contains all covenants, terms, provisions, and agreements between the Lessor and the Lessee, relating in any manner relating to the matters set forth in this PSA. No prior agreement or understanding with respect to the same will be valid or of any force or effect, and no covenant, term, provision or agreement of this PSA may be altered, changed, modified or deleted, except in a writing signed by the Lessor and the Lessee. In the event Lessee changes its business model during the term of this PSA, the parties agree to renegotiate the PSA in good faith with terms that are mutually acceptable. No representation, inducement, understanding or anything of any nature whatsoever made, stated or represented on behalf of either party hereto, either orally or in writing, has induced the other party to enter into this PSA, except as expressly set forth in this PSA.

4. **Governing Law; Interpretation/Venue.** This PSA shall be interpreted in accordance with and governed by the laws of the Commonwealth of Virginia. The language in all parts of this PSA shall be interpreted according to its fair meaning and not more strictly for or against the City or the Lessee. The parties hereto designate the Circuit Court of the City of Hampton for purposes of all litigation and venue.

5. **Binding Effect.** The provisions of this PSA shall bind and benefit the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their respective duly authorized representatives the day and year first above written.

CITY OF HAMPTON, VIRGINIA

By _____
City Manager/Authorized Designee

COMMONWEALTH OF VIRGINIA
CITY OF HAMPTON, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, City Manager/Authorized Designee, of the City of Hampton, Virginia, on its behalf. She/He is personally known to me.

Notary Public

My commission expires: _____
Notary Registration Number: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

APPROVED AS TO CONTENT:

Marketing

**APPROVED AS TO
RISK MANAGEMENT:**

**APPROVED AS TO FORM &
LEGAL SUFFICIENCY:**

Director of Risk Management

City Attorney's Office

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

**ADAMS OUTDOOR
ADVERTISING, LP**

By _____
AOA Management Company Limited
Partnership, Managing Agent of
Adams Outdoor Advertising, LP.

STATE OF GEORGIA

County of Fulton, to-wit:

Subscribed and sworn to before me this _____ day of _____, 2020, by
_____, Managing Agent, of AOA Management Company
Limited Partnership, Managing Agent of Adams Outdoor Advertising, LP. He/She is personally
known to me or has produced _____ as identification.

Notary Public

My commission expires: _____
Notary Registration Number: _____

[SIGNATURES CONCLUDE ON FOLLOWING PAGE]

ADAMS OUTDOOR
ADVERTISING, LP

By _____
Adams Outdoor Advertising, Inc.,
Managing General Partner

STATE OF VIRGINIA

City of Norfolk, to-wit:

Subscribed and sworn to before me this _____ day of _____, 2020, by
_____, Managing General Partner, of Adams Outdoor
Advertising, Inc., Managing General Partner of Adams Outdoor Advertising, LP. He/She is
personally known to me or has produced _____ as identification.

Notary Public

My commission expires: _____
Notary Registration Number: _____