TENNESSEE TECHNOLOGICAL UNIVERSITY
OFFICE OF BUSINESS SERVICES
FACILITIES AND BUSINESS SERVICES BUILDING
P.O. Box 5041, 220 W. 10th St.
Cookeville, TN 38506-0001
Phone (931) 372-3491  Fax (931) 372-3727
www.tntech.edu/purchasing

PURCHASE ORDER

PO Number: P0001594
Issue Date: 06/26/08
Page No: 1
Delivery Date: 

Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

SHIP TO:

1105 N Peachtree Ave
Johnson Hall
Cookeville TN 38505

SEND INVOICE IN DUPLICATE TO:

Tennessee Technological University
Business Office, Box 5037
Cookeville, Tennessee  38505-0001

TENNESSEE TECHNOLOGICAL UNIVERSITY IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
</tr>
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<tbody>
<tr>
<td></td>
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<td>Contract to provide billboard advertising for Tennessee Technological University in accordance with Tennessee Board of Regents (TBR) Contract 100261, which shall be considered an integral part of this purchase order by reference.</td>
</tr>
</tbody>
</table>

Technical Contact for University:
Mr. Kevin Liska
Business Media Center
(931) 372-3337

The term of this contract shall be from March 1, 2008 through February 28, 2009.
Monthly cost of board: $1,789.00.
The maximum liability of the University

TOTAL: CONTINUED

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any other manner, unless otherwise expressly agreed to in writing by the University.

AUTHORIZED SIGNATURE: [Signature]
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
TENNESSEE TECHNOLOGICAL UNIVERSITY
OFFICE OF BUSINESS SERVICES
FACILITIES AND BUSINESS SERVICES BUILDING
P.O. Box 5041, 220 W. 10th St.
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PURCHASE ORDER

PO Number: P0001594
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Delivery Date: 

Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

SHIP TO: 

1105 N Peachtree Ave
Johnson Hall
Cookeville TN 38505

SEND INVOICE IN DUPLICATE TO:

Tennessee Technological University
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Cookeville, Tennessee 38505-0001

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<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>12.00</td>
<td>MO</td>
<td>under this Contract shall not exceed $21,468.00.</td>
<td>1,789.0000</td>
<td>21,468.00</td>
</tr>
<tr>
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<td></td>
<td>Knoxville I-40 Billboard - Monthly Rental</td>
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<td></td>
</tr>
</tbody>
</table>

DISCOUNT: .00

TOTAL: 21,468.00

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any other manner, unless otherwise expressly agreed to in writing by the University.

AUTHORIZED SIGNATURE: [Signature]
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN LAMAR ADVERTISING AND
THE TENNESSEE BOARD OF REGENTS

This Amendment to the Professional Services Agreement ("Agreement") dated January 14, 2004 by and between Lamar Advertising ("Contractor") and the Tennessee Board of Regents ("TBR") is made, entered into and effective March 27, 2008.

WITNESSETH:

WHEREAS, Lamar Advertising and TBR have entered into the Agreement subject to certain modifications, clarifications and changes contained in this Amendment; and

WHEREAS, Lamar Advertising and TBR agree, through this Amendment, agree to reflect certain modifications, additions and clarifications to Lamar Advertising terms and conditions in the Professional Services Agreement.

NOW, THEREFORE, in consideration for the mutual covenants undertaken herein, the parties hereby agree to amend the terms and conditions of the Agreement specifically as set forth herein:

1. Prevailing Documents. In the event of any conflict or inconsistency between the terms and conditions of this Amendment and the Agreement as previously amended, the terms of this Amendment shall prevail.

2. Item C.4. The term of the Agreement shall be extended to February 28, 2009.

3. Item B. The TBR agrees to compensate the Contractor as follows:

4. $1,789 per month for a billboard on I-40 in Knoxville, TN for a total of $21,468 which includes the costs for rotation and illumination.

5. In no event shall the liability of the TBR under this contract amendment exceed $21,468.
LAMAR ADVERTISING

By: __________________________

Title: __________________________

Date: __________________________

TENNESSEE BOARD OF REGENTS

By: __________________________

Charles Manning, Chancellor

Date: 5/18/08
AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN LAMAR ADVERTISING AND
THE TENNESSEE BOARD OF REGENTS

This Amendment to the Professional Services Agreement ("Agreement") dated January 14, 2004 by and between Lamar Advertising ("Contractor") and the Tennessee Board of Regents ("TBR") is made, entered into and effective January 23, 2007.

WITNESSETH:

WHEREAS, Lamar Advertising and TBR have entered into the Agreement subject to certain modifications, clarifications and changes contained in this Amendment; and

WHEREAS, Lamar Advertising and TBR agree, through this Amendment, agree to reflect certain modifications, additions and clarifications to Lamar Advertising terms and conditions in the Professional Services Agreement.

NOW, THEREFORE, in consideration for the mutual covenants undertaken herein, the parties hereby agree to amend the terms and conditions of the Agreement specifically as set forth herein:

1. Prevailing Documents. In the event of any conflict or inconsistency between the terms and conditions of this Amendment and the Agreement as previously amended, the terms of this Amendment shall prevail.


3. Item B. The TBR agrees to compensate the Contractor as follows:

4. $1,704 per month for a billboard on I-40 in Knoxville, TN for a total of $20,448 which includes the costs for rotation and illumination.

5. In no event shall the liability of the TBR under this contract amendment exceed $20,448.
LAMAR ADVERTISING
By: [Signature] 630 Lamar
Title: General Sales Manager Lamar
Date: 2/14/07

TENNESSEE BOARD OF REGENTS
By: [Signature] MS
Charles Manning, Chancellor
Date: 2/8/07
AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN LAMAR ADVERTISING AND
THE TENNESSEE BOARD OF REGENTS

This Amendment to the Professional Services Agreement ("Agreement") dated January 14, 2004 by and between Lamar Advertising ("Contractor") and the Tennessee Board of Regents ("TBR") is made, entered into and effective February 7, 2006.

WITNESSETH:

WHEREAS, Lamar Advertising and TBR have entered into the Agreement subject to certain modifications, clarifications and changes contained in this Amendment; and

WHEREAS, Lamar Advertising and TBR agree, through this Amendment, agree to reflect certain modifications, additions and clarifications to Lamar Advertising terms and conditions in the Professional Services Agreement.

NOW, THEREFORE, in consideration for the mutual covenants undertaken herein, the parties hereby agree to amend the terms and conditions of the Agreement specifically as set forth herein:

1. Prevailing Documents. In the event of any conflict or inconsistency between the terms and conditions of this Amendment and the Agreement as previously amended, the terms of this Amendment shall prevail.


3. Item B. The TBR agrees to compensate the Contractor as follows:

4. $1,654 per month for a billboard on I-40 in Knoxville, TN for a total of $19,848 which includes the costs for rotation and illumination.

5. In no event shall the liability of the TBR under this contract amendment exceed $19,848.
LAMAR ADVERTISING
By: [Signature]
Title: General Sales Manager
Date: 3/8/06

TENNESSEE BOARD OF REGENTS
By: [Signature]
Charles Manning, Chancellor
Date: 3/2/06
AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE LAMAR COMPANIES AND
THE TENNESSEE BOARD OF REGENTS

This Amendment to the Professional Services Agreement ("Agreement") by and between The Lamar Companies ("Contractor") and the Tennessee Board of Regents ("TBR") is made, entered into and effective February 4, 2005.

WITNESSETH:

WHEREAS, The Contractor and TBR have entered into the Agreement subject to certain modifications, clarifications and changes contained in this Amendment; and

WHEREAS, The Contractor and TBR agree, through this Amendment, agree to reflect certain modifications, additions and clarifications to the Contractor terms and conditions in the Professional Services Agreement.

NOW, THEREFORE, in consideration for the mutual covenants undertaken herein, the parties hereby agree to amend the terms and conditions of the Agreement specifically as set forth herein:

1. Item C.4. The term of the Agreement shall be extended to February 28, 2006.

2. Item B. The TBR agrees to compensate the Contractor as follows:
   1. $1,575 per month per billboard for a total of $18,900 which includes production costs, rotation, and illumination.
   2. In no event shall the liability of the TBR under this contract amendment exceed $18,900.

3. **Prevailing Documents.** In the event of any conflict or inconsistency between the terms and conditions of this Amendment and the Agreement, the terms of this Amendment shall prevail.

4. **Termination.** This agreement shall terminate either on February 28, 2006, or upon written notice by one party to the other that is at least 30 days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
THE LAMAR COMPANIES

By: Jotham M. Harris
Title: Area Market Sales Manager
Date: Feb. 21, 2005

TENNESSEE BOARD OF REGENTS

By: Charles Manning
Date: 2/14/05
Charles Manning, Chancellor
AGREEMENT BETWEEN
TENNESSEE BOARD OF REGENTS
AND
LAMAR ADVERTISING

This Agreement is made this January day of 14, 2004, by and between the Tennessee Board of Regents, hereinafter referred to as the "Institution", and Lamar Advertising, hereinafter referred to as "Contractor".

WITNESSETH:

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. The Contractor agrees to perform the following services:

Provide billboard advertisement in Knoxville, TN with the billboard being 14' H x 48' W with production, illumination, and vinyl.

Location is to be at I-40 E .3 MI E/O Broadway NS FW, Facing West, Panel #98615.

Contractor will produce the "vinyl" after receiving the "creative" from TBR RODP staff via a PDF file.

TBR will retain ownership of the "vinyl" at the end of the contract period.

This Contract shall hereby incorporate by reference TBR’s RFP #2004-03, and Lamar Advertising’s Proposal dated December 18, 2003. These contract documents shall be interpreted in the following order of priority: 1) this Contract and any attachments or amendments, 2) TBR’s RFP, and 3) Lamar Advertising’s Proposal.

B. The Institution agrees to compensate the Contractor as follows:

1. $1,500 per month for a total of $18,000 which includes the costs of rotation and illumination plus a one time cost of $1,475 for production.

2. Monthly upon invoice.

3. Payments to the Contractor shall be made according to the schedule set out above, but only after satisfactory approval of the production and display of the vinyl on the billboard location noted above and upon receipt of invoices for services performed. The final payment shall be made only after the Contractor has completely performed its duties under this agreement.

4. In no event shall the liability of the Institution under this contract exceed $19,475.
C. The parties further agree that the following shall be essential terms and conditions of this agreement.

1. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the state of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this agreement.

2. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, disability, veteran status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

3. The Contractor, being an independent contractor and not an employee of this Institution, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incident hereunto, and otherwise protect and hold the Institution harmless from any and all liability not specifically provided for in this agreement.

4. The term of this contract shall be from March 1, 2004 to February 28, 2005.

5. This agreement may be terminated by either party by giving written notice to the other, at least 30 days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

6. This Contract is subject to the allotment of state and/or federal funds, and may be null and void unless funds have been appropriated and are available for the purchase of the service or item which forms the basis of the Contract.

7. If the Contractor fails to fulfill in timely and proper manner its obligations under this agreement, or if the Contractor shall violate any of the terms of this agreement, the Institution shall have the right to immediately terminate this agreement and withhold payments in excess of fair compensation for work completed.
Notwithstanding the above, the Contractor shall not be relieved of liability to the institution for damages sustained by virtue of any breach of this agreement by the Contractor.

8. This agreement may be modified only by written amendment executed by all parties hereto.

9. The Contractor shall maintain documentation for all charges against the Institution under this agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this agreement, shall be maintained for a period of three full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the Institution or the Comptroller of the Treasury, or their duly appointed representatives.

10. The Contractor shall not assign this agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the Institution or Board of Regents, as appropriate. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the contract.

11. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract. The Contract shall be governed by and subject to the laws of the State of Tennessee.

12. This agreement shall not be binding upon the parties until it is approved by the Chancellor of the Tennessee Board of Regents.

In witness whereof, the parties have by their duly authorized representatives set their signature.

LAMAR ADVERTISING
BY: [Signature]
TITLE: VP/CM/CM
DATE: 2/10/04

TENNESSEE BOARD OF REGENTS
BY: Charles Manning
TITLE: Chancellor
DATE: 1/20/04