

BEFORE THE COMMISSIONER OF
POLITICAL PRACTICES OF THE STATE OF MONTANA

Krauss v. Safe Montana No. COPP 2016-CFP-028	FINDING OF SUFFICIENT FACTS TO SUPPORT A CAMPAIGN PRACTICE ACT VIOLATION
---	--

On September 21, 2016, Jeff Krauss of Helena, Montana filed a complaint against Safe Montana, a 2016 Montana Ballot Committee, for failing to timely and properly report and disclose certain campaign expense information.

Discussion

The Complaint alleges that Safe Montana failed to timely report and disclose expenses and contributions involved in a 2016 ballot issue campaign.

Finding of Fact No. 1: On October 22, 2015 Safe Montana filed a political committee statement of organization (Form C-2) with the COPP registering as a ballot committee. (COPP records.)

Finding of Fact No. 2: Safe Montana listed its purpose as “I-176-Safe Montana Ballot Initiative.” (COPP records.)

Under Montana law statewide ballot committees, including Safe Montana,

must file campaign finance reports with the COPP “on the first day of each month from March through November during a year in which an election is held.” §13-37-226(1)(b), MCA. The reports must disclose contributions and expenses “to 5 days before the date of filing of [such] a report.” §13-37-228(2), MCA.

1. Failure to Timely File

The complaint alleges that Safe Montana late filed campaign finance reports.

Finding of Fact No. 3: Safe Montana filed 2016 campaign finance reports as follows: the June 1 report was late filed on June 6; the June 27 report was timely filed; the July 1 report was timely filed; the August 1 report was late filed on August 2; the September 1 report was late filed on September 18 and the October 1 report was timely filed. (COPP records.)

Reporting and disclosure is required so that the public, press and opposing candidates understand the contribution and expenditure of funds used in support of a particular campaign. A Montana ballot committee, including Safe Montana, is required to report at the times specified in §13-37-226(1)(b), MCA.

Sufficiency Finding No. 1: The Commissioner finds that there are sufficient facts to show that Safe Montana did not timely file the monthly campaign finance reports as required by Montana law. The reports were late filed: June by 5 days; August by 1 day and September by 17 days.

The Commissioner determines, through this sufficiency finding, that Safe Montana has failed to timely file its campaign finance reports under Montana law.¹

¹ The Safe Montana response to the Complaint admits late filing.

2. Failure to Report Expenditures

The Complaint alleges that Safe Montana failed to timely report certain expenses for billboards opposing I-182.

Finding of Fact No. 4: The Safe Montana September 1 report, reporting through August 27, did not disclose any expenses for billboards opposing I-182. (COPP records.)

Finding of Fact No. 5: The Safe Montana October 1 report, reporting through September 26, disclosed \$20,560 in billboard expenses, listing the date of those expenses as 8/29/16. (COPP records.)

Finding of Fact No. 6: On February 16, 2016 Stephen Zabawa on behalf of Safe Montana contracted for \$20,560 in billboard services, the same services addressed in FOF No. 5. This amount is shown by the contract documents between Safe Montana and the company providing the billboard service. (COPP records.)

Safe Montana claims an August 29, 2016 disclosure date for \$20,560 in billboard expenses (FOF No. 5). This August 29 disclosure date, if accurate, would place disclosure of the billboard costs within the time period covered by Safe Montana's October 1 campaign finance report.²

Safe Montana, however, was wrong in its use of the August 29 date to measure the date of disclosure. Safe Montana's Response (and the vendor invoice accompanying the Response) shows that August 29 was the date that Safe Montana was invoiced for and paid the charge for the billboards. In contrast, Safe Montana contracted for (and therefore owed for) the billboard services on February 16, 2016 (FOF No. 6).

² The September 1 campaign finance report disclosed through August 27 as campaign finance reports disclose "to 5 days before the date of filing of [such] a report." §13-37-228(2), MCA.

Sufficiency Finding No. 2: The Commissioner finds that there are sufficient facts to show that Safe Montana did not timely report the expense of billboard advertising opposing I-182, omitting the expense from multiple campaign finance reports.

In general, timely reporting and disclosure must include “the amount and nature of debts and obligations owed” by the campaign at the end of the reporting period. (§13-37-229(2)(a)(iv), MCA.) Further, “[i]f the exact amount of a debt or obligation is not known, the estimated amount owed shall be reported.” (44.11.506, ARM.) Past Commissioners have applied these laws to require that campaigns “estimate their debts when they are incurred”, not after an election when the bill is paid, *Akey v. Clark*, March 26, 1999 (Commissioner Vaughey); because “the public has a right to full disclosure of all debts and estimated debts incurred by a candidate during the appropriate reporting periods.” *Ream v. Bankhead*, September 10, 1999 (Commissioner Vaughey). Campaign reporting of debt includes debt owed for services, advertisements and campaign expenses in general (*Wilcox v. Raser*, May 26, 2010 (Commissioner Unsworth); *Williams v Andersen*, COPP 2014-CFP-035 (Commissioner Motl) and even the expenses owed musicians (*Hardin v. Ringling* 5, December 17, 2012 (Commissioner Murry).

In this Matter, Mr. Zabawa and Safe Montana contracted for precise billboard times and billboard locations. The contract date was February 16, 2016 and the contract amount was listed at \$20,560. Montana law, amplified by consistent Decisions from consecutive Commissioners, required Safe Montana report and disclose the contracted expenditure, starting with the first

reporting period following February 16, 2016.

3. Failure to Produce Records During Investigation

On September 30, 2016 Safe Montana provided the Commissioner's investigator a copy of an invoice and check showing the date of payment by Safe Montana of the billboard costs (Exhibit 1 to this Decision). Those documents would, if accepted as definitive of disclosure requirements, justify the October 1, 2016 reporting period under which Safe Montana first disclosed the expense of the billboards.³

Given that the date of obligation, not the date of payment, drives the date of disclosure (see discussion, above) the investigator sought a copy of Lamar Contract No. 2543770, as identified on the payment invoice. The investigator sought a copy of Contract No. 2543770 through multiple email and phone messages with billboard company representatives. On October 10, 2016 the Lamar spokesman, Paul Dennehy, refused to produce a copy of the contract, saying his refusal was directed by his customer, Safe Montana.

Upon the filing of the Complaint in this Matter, Safe Montana was provided with a letter introducing the nature and conditions of a COPP investigation. In particular, Safe Montana was provided with the following instruction as to standard conditions of investigation.

Standard Conditions of Investigation

The Commissioner is authorized to inspect records, accounts and books held by a candidate or political committee, administer oaths and affirmations, subpoena witnesses and compel their attendance, take evidence, and require the production of any books, papers, correspondence, memoranda, bank account statements, or any

³ The invoice and check (Exhibit 1) show dates of August 30 and August 29, respectively. These dates fall after the August 27 reporting deadline for the September 1, 2016 campaign finance report.

other records that are relevant or material for the purpose of conducting an investigation (§ 13-37-111, MCA). Your preservation and production of all such documents is essential and required by law.

Upon the completion of investigation a summary of facts and statement of findings will be prepared and a copy will be sent to you. This letter does not foreclose any other options available to the Commissioner to address the issues raised by the Complaint in this matter.

§ 45-7-207, MCA. Tampering with or fabricating physical evidence. (1) A person commits the offense of tampering with or fabricating physical evidence if, believing that an official proceeding or investigation is pending or about to be instituted, he:

(a) alters, destroys, conceals, or removes any record, document, or thing with purpose to impair its verity or availability in such proceeding or investigation; or

(b) makes, presents, or uses any record, document, or thing knowing it to be false and with purpose to mislead any person who is or may be engaged in such proceeding or investigation.

(2) A person convicted of tampering with or fabricating physical evidence shall be imprisoned in the state prison for a term not to exceed 10 years or be fined an amount not to exceed \$50,000, or both.

Under the rules of investigation Safe Montana was required to produce relevant records and further prohibited from impairing the availability of records requested during an investigation.

Sufficiency Finding No. 3: The Commissioner finds that there are sufficient facts to show that Safe Montana and its treasurer, Mr. Zabawa, have failed to produce records that are relevant or material for the purpose of conducting an investigation.⁴

Sufficiency Finding No. 4: The Commissioner finds that there are sufficient facts to show that Safe Montana and its treasurer, Mr. Zabawa have impaired the availability of records that are relevant or material for the purpose of conducting an investigation.

The Commissioner notes that the public interest is served by quick resolution of a campaign finance complaint filed within the period of time during which Montanans are voting for or against a ballot issue that is addressed by the Complaint. The fact that Safe Montana first attempted

⁴ Record keeping is required by §§13-37-208, 209, MCA and production/inspection is required by §13-37-111(2)(b), MCA. See also, jury verdict in *COPP v. Wittich* No. BDV-2014-251, 1st Judicial District Lewis and Clark County.

deception by production of a partial document base and then later attempted to impede the COPP's access to necessary documents slowed the investigation and slowed the release date of this Decision.⁵ Safe Montana's actions during investigation affect all aspects of resolution of this Matter, including the amount of the fine.

4. Lack of Reporting of Expense Detail

The complaint alleges a lack of specificity in the detail of certain expenses listed by Safe Montana in its September 1 (filed September 18), 2016 campaign finance report.

Finding of Fact No. 7: The September 1, 2016 Safe Montana campaign finance report lists the purpose of certain expenses as "audit team". (COPP records.)

The Commissioner issued the recent Decision of *MDP v. MRLCC*, COPP-2016-CFP-029 and determined that there is an affirmative duty on the part of a candidate or committee to use a word or words in their campaign finance report that provide "sufficient detail to disclose the specific services" covered by the expenditure. The use of the generic term "audit team" does not meet the standards defined in *MDP v. MRLCC* - but any campaign practice violation by Safe Montana falls under and is excused for the reasons set out in *MDP v. MRLCC*. In future reporting periods Safe Montana should describe its activities in more detail so that the press, public and the opposing committee can better

⁵ The COPP was forced to issue a subpoena in order to secure a copy of contract No. 2543770. The contract documents were produced by the billboard company in response to subpoena at 11:00 AM, October 13, 2016. Safe Montana refused a separate request that it produce the contract documents. Contract No. 2543770 is attached as Exhibit 2 to this Decision.

understand its activity. See discussion in *MDP v. MRLCC*, COPP-2016-CFP-029. This portion of the complaint is dismissed.

5. Lack of a Separate Ballot Committee Opposing I-182

The Complaint alleges that Safe Montana improperly used its Initiative 176 (I-176) ballot committee to oppose an entirely separate ballot issue--Initiative 182 (I-182). In essence the Complaint argues that a ballot committee formed under §13-37-201, MCA is limited to work on a single ballot issue.

Finding of Fact No. 8: The Safe Montana C-2 form, amended July 7, 2016, lists both I-176 (support) and I-182 (oppose) under Statement of purpose. (COPP records.)

Finding of Fact No. 9: I-176 and I-182 were proposed as separate statewide ballot initiatives. (Montana Secretary of State (SOS) website.)

Finding of Fact No. 10: I-176 did not qualify for the 2016 Montana statewide ballot. I-182 did qualify for the 2016 Montana statewide ballot. (SOS website.)

Finding of Fact No. 11: Safe Montana's September 1 and October 1 campaign finance reports show expenses made for audits and billboards.

Finding of Fact No. 12: The audit expenses were made for I-176 and the billboard expenses were made against I-182. (COPP records.)

Under Montana law a "ballot issue committee" such as Safe Montana is "a political committee specifically organized to support or oppose a ballot issue." (§13-1-101(7), MCA.) In turn, a ballot issue is defined at §13-1-101(6)(a), MCA and regulated by Title 13, Chapter 27, MCA such that each ballot issue is identified separately by ballot issue number. Thus, I-176 and I-182 are two separate ballot issues. Yet, the Safe Montana ballot issue committee reported

expenditures for I-176 and against I-182 in the same reporting period (FOF No. 12).

Sufficiency Finding No. 5: The Commissioner finds that there are sufficient facts to show that the Safe Montana ballot committee improperly organized to support or oppose more than one ballot issue.

A plain reading of law determines that a ballot committee can concern only one (“a”) ballot issue.⁶ (§13-1-101(7), MCA.) This limitation of a ballot committee to “a” ballot issue conforms to an established culture of ballot committee reporting, as a ballot committee is the central reporting entity for an entire ballot issue campaign, often incorporating, reporting and disclosing in-kind expenditures of a number of incidental committees. This allows a member of the press, public or opposing committee to review a ballot committee’s reports to determine the total amount of money being spent in support of or opposition to a particular ballot issue.

Stated another way, Montana law does not allow a single ballot committee such as Safe Montana to simultaneously engage in expense activity concerning two ballot issue campaigns. (§13-1-101(7), MCA.) Safe Montana can engage in such activity but it will need to do so through two ballot issue committees thereby insuring that reporting and disclosure is made according the ballot issue on which Safe Montana is spending its funds.

⁶ See also, p. 5, 2016 COPP accounting and reporting manual for political committees: “a ballot issue committee is organized to support or oppose a particular ballot issue.”

5. Failure to Attribute

The Complaint alleges that Safe Montana has failed to properly attribute its website.

Finding of Fact No. 13: At the time of filing of the Complaint the SafeMontana.com website was attributed as “SafeMontana PO Box 20515, Billing (SIC) MT 59104”. (COPP records.)

Finding of Fact No. 14: At the time of this Decision the SafeMontana.com website is attributed as “Paid for by SafeMontana Stephen A. Zabawa, Treasurer PO Box 20515, Billing (SIC) MT 59104” (COPP records.)

Finding of Fact No. 15: The SafeMontana.com website advocates a vote against I-182 and therefore constitutes election communication. (COPP records.)

Under Montana law, an election communication financed by a political committee must contain an attribution consisting of “paid for by” followed by “the name of the committee, the name of the committee treasurer, and the address of the committee.” §13-35-225, MCA. The Safe Montana website did not meet the requirements of Montana law at the time of filing of the Complaint (FOF No. 13) but does meet the requirements at the time of this Decision (FOF No. 14).

The Montana legislature has recently amended Montana’s attribution law to place an emphasis on prompt correction of a faulty attribution. §13-35-225(5), MCA. Safe Montana has promptly corrected its faulty attribution (FOF No. 14). Accordingly, Safe Montana receives the benefit of prompt compliance

afforded by §13-35-225(7), MCA. Further, to any extent necessary the Commissioner applies *de minimis* to dismiss this allegation.

The COPP began to regularly apply a *de minimis* exception to civil enforcement of a non-intentional, technical or minor violation of Montana's campaign practice, when directed to do so by the 9th circuit court of appeals in that matter of *Canyon Ferry Rd. Baptist Church of E. Helena, Inc. v. Unsworth*, 556 F. 3d 1021, 1028-29 (9th Cir. 2009). The *de minimis* actions in *Canyon Ferry* were the limited use of staff and copying expenditures by a party involved in a ballot issue campaign.

While not always identifying it as *de minimis*, Commissioners have long used the concept to dismiss prosecution of certain technical violations: no enforcement adjudication for lack of address, *Shannon v. Andrews*, COPP-2012-CFP-035 (Commissioner Murry); no enforcement adjudication for failure to list political party affiliation or funding source on a candidate website display, *Fitzpatrick v. Zook*, COPP-2011-CFP-014 (Commissioner Gallik); and no enforcement adjudication when full name of committee treasurer omitted, *Ellis v. Yes on CI-97*, April 15, 2008 (Commissioner Unsworth).

This Commissioner has applied *de minimis* to excuse technical violations for: omitting a 'paid for by' attribution, *Ulvestad v. Brown*, COPP-2013-CFR-025; accepting a contribution of \$40 over the allowed amount, *Rodda v. Bennett*, COPP-2014-CFR-013; failing to register/attribute as a political committee, *Royston v. Crosby*, COPP-2012-CFP-041; failure to fully attribute on a candidate letter, *Ponte v. Buttrey*, COPP-2014-CFP-007; failure to properly

apportion total allowed amount of contribution between husband and wife, *Kenat v. Van Dyk*, COPP-2014-CFP-004, failure to list political party, *Strizich v. Loney*, COPP 2014-CFP-034 and failure to fully attribute a radio ad, *Cohenour v. Dooling*, COPP 2014-CFP-043.

ENFORCEMENT OF SUFFICIENCY FINDINGS

The Commissioner has limited discretion when making the determination as to an unlawful campaign practice. First, the Commissioner “shall investigate” any alleged violation of campaign practices law. §13-37-111(2)(a), MCA. The mandate to investigate is followed by a mandate to take action as the law requires that if there is “sufficient evidence” of a violation the Commissioner must (“shall notify,” *see* §13-37-124, MCA) initiate consideration for prosecution.

Second, having been charged to make a decision, the Commissioner must follow substantive law applicable to a particular campaign practice decision. This Commissioner, having been charged to investigate and decide, hereby determines that there is sufficient evidence, as set out in this Decision, to show that Safe Montana’s 2016 campaign activities violated Montana’s campaign practice laws, including, but not limited to the laws set out in the Decision. Having determined that sufficient evidence of a campaign practice violation exists, the next step is to determine whether there are circumstances or explanations that may affect prosecution of the violation and/or the amount of the fine.

The failure to fully and timely report and disclose cannot generally be

excused by oversight or ignorance. Excusable neglect cannot be applied to oversight or ignorance of the law as it relates to failures to file and report. See discussion of excusable neglect principles in *Matters of Vincent*, Nos. COPP-2013-CFP-006, 009. Likewise, the Commissioner does not normally accept that failures to file or report be excused as *de minimis*. See discussion of *de minimis* principles in *Matters of Vincent*, Nos. COPP-2013-CFP-006, 009.

An application of the principle of *de minimis* was made in this Decision as to failure to attribute but not as to Sufficiency Findings Nos. 1 and 5. Because there is a finding of violation and a determination that *de minimis* and excusable neglect theories are not applicable to those certain Sufficiency Findings, civil/criminal prosecution and/or a civil fine is justified. §13-37-124, MCA. The Commissioner hereby issues a “sufficient evidence” Finding and Decision justifying civil prosecution of Safe Montana and its treasurer, Steven Zabawa. Because of the nature of the violations (the failure to report and disclose occurred in Lewis and Clark County), this matter is referred to the County Attorney of Lewis and Clark County for his consideration as to prosecution. §13-37-124(1), MCA. Should the County Attorney waive the right to prosecute (§13-37-124(2), MCA) or fail to prosecute within 30 days (§13-37-124(1), MCA) this Matter returns to this Commissioner for possible prosecution. *Id.*

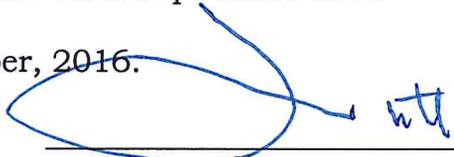
Most of the Matters decided by a Commissioner and referred to the County Attorney are waived back to the Commissioner for his further consideration. Assuming that this Matter is waived back, the Finding and Decision in this

Matter does not necessarily lead to civil or criminal prosecution as the Commissioner has discretion (“may then initiate” *see* §13-37-124(1), MCA) in regard to a legal action. Instead, most of the Matters decided by a Commissioner are resolved by payment of a negotiated fine.

While it is expected that a fine amount will be negotiated and paid, in the event that a fine is not negotiated and the Matter resolved, the Commissioner retains statutory authority to bring a complaint in district court against any person who intentionally or negligently violates any requirement of campaign practice law, including those of §13-37-226 MCA. (*See* §13-37-128, MCA.) Full due process is provided to the alleged violator because the district court will consider the matter *de novo*.

This Decision is simultaneously released to the press, public and the parties. Montanans are already voting on the Initiative addressed in this Decision requiring a full release at the earliest possible date.

DATED this 13th day of October, 2016.



Jonathan R. Motl
Commissioner of Political Practices
Of the State of Montana
P.O. Box 202401
1205 8th Avenue
Helena, MT 59620



INVOICE

QUESTIONS? CONTACT 460-252-7181
OR (225) 926-1000

CUSTOMER: SAFE MONTANA
ADVERTISER: SAFE MONTANA

INVOICE NO: 999999999

INVOICE DATE: 08/30/2016

CUSTOMER
CONTRACT NO.:

LAMAR CUSTOMER NO: 645949-0

LAMAR CONTRACT NO.: 2543770

DUE DATE: 08/30/2016

MARKET / MEDIA TYPE / DESIGN / LOCATION	CONTRACT SERVICE DATES	PANEL NUMBER	PANEL TAB ID	ILLUM	AMOUNT
Billings-PosterPaper: 14 vinyls	8/30/16				2,340.00
Billings-FREIGHT					20.00
Butte-HARRISON W/L 200' N/O MAJORS #1 F/S	8/30/16-10/24/16	41691			1,400.00
Great Falls-10TH SOUTH S/L 100' W/O 18TH F/E #1	9/5/16-10/30/16	21251			1,400.00
Helena-PROSPECT N/L 200' E/O SAUNDERS F/E #1	9/5/16-10/30/16	30841			1,400.00
Helena-EUCLID S/L @ALLISON #2 F/W	9/5/16-10/30/16	31502			1,400.00
Billings-1ST AVE NORTH N/L & 13TH #3 F/S (BOTTOM)	9/5/16-10/30/16	66393			1,400.00
Billings-N 27TH N/L 310' N/O RIMROCK #3 F/S	9/5/16-10/02/16	66903			700.00
Billings-BROADWATER S/L 125' E/O 11TH #1 F/E	9/5/16-10/30/16	68101			1,400.00
Missoula-I-90 E/O VAN BUREN F/W #1	9/5/16-10/30/16	80161			1,400.00
Missoula-BROOKS @ LIVINGSTON F/NE #3	9/5/16-10/30/16	80473			1,400.00
Bozeman-I-90 S/L 1 MI W/O EX 309 #2 F/E (BOTTOM)	9/7/16-11/01/16	50965			1,400.00
Great Falls-10TH SOUTH S/L 100' W/O 18TH F/W #4	9/12/16-11/06/16	21254			1,400.00
Helena-CEDAR ST S/L E/O HARRIS #2 F/W	9/12/16-10/30/16	31152			1,400.00
Flathead Valley-HWY 2 EL 500' N/O BIRCH GROVE #1 F/N	9/20/16-11/14/16	801			1,400.00
Billings-GRAND S/L E/O OAKLAND #2 F/W	10/03/16-10/30/16	68352			700.00
STATE TAX	COUNTY or PARISH TAX	CITY TAX			AMOUNT
					\$20,560.00

REMITTANCE STUB - Please send this with payment.

Thank you for doing business with Lamar. Your prompt payment of this invoice is greatly appreciated.

TO PAY ONLINE, PLEASE VISIT <http://payments.lamar.com>

CUSTOMER

SAFE MONTANA

TERMS:
NET 30
DAYS

THIS AMOUNT DUE

\$20,560.00

US DOLLARS

Lamar Office Use Only
customer 645494 contract 2543770

MAIL
PAYMENT 
TO

LAMAR COMPANIES
P.O. BOX 96030
BATON ROUGE, LA 70896

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!

Exhibit A

Billings
 7505 Entryway Drive
 Billings, MT 59101
 Phone: 406-252-7181
 Fax: 406-252-7690



CONTRACT # 2543770

Date: 2/12/2016
 New/Renewal: NEW
 Account Executive: Seth Rogers
 Phone: 406-252-7181

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	645494-0
Name	SAFE MONTANA
Address	
City/State/Zip	
Contact	Stephen Zabawa
Email Address	z@safemontana.com
Phone #	(406) 876-2424
Fax #	
P.O./ Reference #	
Advertiser/Product	SAFE MONTANA
Campaign	Reservation #1127583

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
Poster Flex	237 Billings, MT	Vinyl production		09/05/16	1	\$2,170.00	\$2,170.00
Poster Flex	237 Billings, MT	vinyl production		09/05/16	1	\$190.00	\$190.00
Total Production/Other Services Costs:							\$2,360.00

Space										
# of Panels: 14								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
41691 7405212	237-BUTTE, MT	HARRISON W/L 200' N/O MAJORS #1 F/S	Yes	Poster	10' 6" x 22' 9"		08/30/16-10/24/16	2	\$700.00	\$1,400.00
21251 403712	237-GREAT FALLS, MT	10TH SOUTH S/L 100' W/O 18TH F/E #1	Yes	Poster	10' 6" x 22' 9"		09/05/16-10/30/16	2	\$700.00	\$1,400.00
30841 30496165	237-HELENA, MT	PROSPECT N/L 200' E/O SAUNDERS F/E #1	Yes	Poster	10' 6" x 22' 9"		09/05/16-10/30/16	2	\$700.00	\$1,400.00
31502 30496205	237-HELENA, MT	EUCLID S/L @ ALLISON #2 F/W	Yes	Poster	10' 6" x 22' 9"		09/05/16-10/30/16	2	\$700.00	\$1,400.00
66393 404221	237-BILLINGS, MT	1ST AVE NORTH N/L & 13TH #3 F/S (BOTTOM)	Yes	Poster	10' 6" x 22' 9"		09/05/16-10/30/16	2	\$700.00	\$1,400.00
66903 404241	237-BILLINGS, MT	N 27TH N/L 310' N/O RIMROCK #3 F/S	Yes	Poster	10' 6" x 22' 9"		09/05/16-10/02/16	1	\$700.00	\$700.00
68101 404294	237-BILLINGS, MT	BROADWATER S/L 125' E/O 11TH #1 F/E	Yes	Poster	10' 6" x 22' 9"		09/05/16-10/30/16	2	\$700.00	\$1,400.00
80161 404478	237-MISSOULA, MT	I-90 EAST E/O VAN BUREN F/W #1	Yes	Poster	10' 6" x 22' 9"		09/05/16-10/30/16	2	\$700.00	\$1,400.00
80473 404524	237-MISSOULA, MT	BROOKS @ LIVINGSTON F/E #3	Yes	Poster	10' 6" x 22' 9"		09/05/16-10/30/16	2	\$700.00	\$1,400.00
50965 403943	237-BOZEMAN, MT	I-90 S/L 1 MI W/O EX 309 #2 F/E BOTTOM	Yes	Poster	10' 6" x 22' 9"		09/07/16-11/01/16	2	\$700.00	\$1,400.00
21254 403715	237-GREAT FALLS, MT	10TH SOUTH S/L 100' W/O 18TH F/W #4	Yes	Poster	10' 6" x 22' 9"		09/12/16-11/06/16	2	\$700.00	\$1,400.00
31152 30496178	237-HELENA, MT	CEDAR ST S/L E/O HARRIS #2 F/W	Yes	Poster	10' 6" x 22' 9"		09/12/16-10/30/16	2	\$700.00	\$1,400.00
801 404468	237-FLATHEAD VALLEY, MT	HWY 2 EL 500' N/O BIRCH GROVE #1 F/N	Yes	Poster	10' 6" x 22' 9"		09/20/16-11/14/16	2	\$700.00	\$1,400.00
68352 404313	237-BILLINGS, MT	GRAND S/L E/O OAKLAND #2 F/W	No	Poster	10' 6" x 22' 9"		10/03/16-10/30/16	1	\$700.00	\$700.00
Total Space Costs:									\$18,200.00	
Total Costs:									\$20,560.00	

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Treasurer

(Officer/Title)

Billings
7505 Entryway Drive
Billings, MT 59101
Phone: 406-252-7181
Fax: 406-252-7690



CONTRACT # 2543770

Date: 2/12/2016
New/Renewal: NEW
Account Executive: Seth Rogers
Phone: 406-252-7181

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	SAFE MONTANA
Signature:	 (signature above)
Name:	Stephen A Zabawa (print name above)
Date:	Feb 16, 2016 (date above)

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.


ACCOUNT EXECUTIVE: Seth Rogers


GENERAL MANAGER

Feb 17, 2016
DATE

STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces 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 Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- 8. Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
- 9. Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.

Billings
7505 Entryway Drive
Billings, MT 59101
Phone: 406-252-7181
Fax: 406-252-7690



CONTRACT # 2543770

Date: 2/12/2016
New/Renewal: NEW
Account Executive: [REDACTED]
Phone: 406-252-7181

10. Customer Provided Production: The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.

11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.