

ELECTRONIC (ACH) PAYMENT AUTHORIZATION



The terms “we,” “us,” and “our” mean Lamar Advertising Company and its assigns, successors, and service providers. The electronic funds transfer system we use to initiate transactions to your deposit account is called the Automated Clearing House (“ACH”). The words “you” and “your” mean the Customer who authorizes Automatic Electronic (ACH) Payments in connection with the referenced Contract. The “Contract” is the Lamar Advertising Company services agreement for which payment(s) will be made under this Authorization. By signing or similarly authenticating this Authorization, you authorize us to initiate electronic transactions to the deposit account you identify in Lamar’s online payment process. Your Authorization includes all of the terms provided on this form and every term on the pages on which you electronically indicate your payment elections and on which you express your electronic acceptance of this Authorization.

You agree to help us verify your deposit account information upon request, by providing a voided check, deposit slip and other assistance and information.

ONE-TIME ACH PAYMENT: Unless you electronically select recurring payments, on the date you submit your payment Authorization (as documented on your payment confirmation), or as soon as possible after that date, you authorize us to initiate a one-time ACH charge (a single debit), in the amount of the disclosed Payment Total, to your deposit account and apply the funds we receive in payment of your Contract. You agree that the terms of this Authorization apply to any future one-time ACH payments that you may electronically authorize using Lamar’s online payment process.

RECURRING ACH PAYMENTS: By electronically selecting recurring payments and signing or similarly authenticating and submitting this Authorization, you authorize us to initiate a series of recurring ACH charges (debits) in the amount due, plus any late or insufficient funds fees, to your deposit account according to the schedule of payments described in your Contract and related invoices. The payments you authorize will start on the next payment due date identified in your Contract and related invoices, or as soon as possible after that date. You authorize us to apply the funds we receive in payment of your Contract, plus any applicable fees, and to continue making these charges to your deposit account until the earlier of: (i) the date we are no longer entitled to receive Contract payments; or (ii) the charges are canceled by you, your depository institution or by us.

You understand and agree that these ACH charges may be made to your deposit account on the next business day after any ACH payment date that falls on a weekend, holiday, or other day when we or depository institutions are not open for business. You authorize us, if necessary, to initiate electronic credit entries by ACH at any time to correct any errors we might make.

CANCELLING PAYMENTS AND OTHER TERMS: We may cancel these ACH charges to your deposit account at any time and for any reason, without giving you advance notice. You may cancel our Authorization to make ACH charges to your deposit account at any time by providing us 30-days’ advance notice or by notifying your depository institution. To notify us of any ACH cancellation request or any ACH charge you believe was made in error, you must either call or email us at **(225) 237-1068** or **customerportal@lamar.com**. Contact your depository institution directly to learn more about how to cancel ACH charges through the depository institution. The depository institution must be allowed a reasonable period of time to process your cancellation request, which is at least three (3) business days in the case of recurring ACH payments. We or your depository institution may require you to confirm cancellation instructions in writing. Even if these payments are canceled, you understand and agree that you must still make your Contract payments on or before the due dates scheduled in the Contract.

If you are an individual and your Contract with us is for personal, family, or household purposes, you acknowledge that you have the right to receive notices of varying transfers, as defined by applicable law, by notifying Lamar using the information provided above.

You agree we may work directly with the ACH network and your depository institution to verify information about your deposit account and make any changes needed to make this information correct and complete.

You agree to keep sufficient funds in your deposit account to pay the full amount of these payments on the dates scheduled. If an ACH debit entry to your deposit account is returned unpaid due to insufficient or uncollected funds, you understand and agree that we may reinitiate an ACH debit entry in the same amount to your deposit account, up to two (2) additional times, and not more than one hundred eighty (180) days after the return of the original ACH debit entry. You understand that you are liable to us for any fees that may be due under the Contract if any payment is late or returned to us unpaid, as allowed by the Contract and applicable law. You agree that you are solely responsible for payment of all fees and overdraft charges that may become due to Customer’s Bank in connection with Customer’s deposit account, even if such fees and charges relate in any way to ACH transactions that Lamar initiates pursuant to this Authorization. You also agree that Lamar shall not be liable for any incidental or consequential damages that may result from any ACH transaction that Lamar initiates pursuant to this Authorization. You agree to be bound by the NACHA Operating Rules and Guidelines, as in effect from time to time. You agree that the ACH transactions authorized by this form comply with all applicable law.

By signing or similarly authenticating this Authorization, the Customer and any person signing or similarly authenticating for and on behalf of an entity Customer, agrees, certifies and represents: (i) that the information provided in or with this ACH Authorization is true, accurate and complete; (ii) that the person is duly authorized, acting alone, to sign and submit this ACH Authorization as Customer or on behalf of Customer, to have these ACH transactions made from the designated deposit account, and to bind Customer to all terms and conditions of this ACH Authorization; and (iii) that Customer accepts and agrees to all terms and conditions of this ACH Authorization for Electronic (ACH) Payments as of the date shown on your payment confirmation and that you have printed a copy of this Authorization with your account records.