

STATE OF TEXAS §
 §
COUNTY OF SMITH §

TRANSIT ADVERTISING AGREEMENT

This Agreement entered into by and between City of Tyler, Texas, a home-rule city as defined by the Texas Local Government Code, (hereinafter referred to as "Tyler Transit") and _____ (hereinafter referred to as "Advertiser").

I. Advertising Space

Beginning _____, and ending _____, Tyler Transit will provide advertising space to the Advertiser, subject to the provisions of this Agreement (This period of time is hereinafter called the "Advertising Period.").

This Agreement is for:

Qty	Item
_____	_____

II. Payment

In return for advertising space as set forth in this Agreement, the Advertiser will pay Tyler Transit an up-front amount of \$_____. Said total amount reflects payment for first installment of the contract as outlined in this Agreement. The remaining amount for advertising is \$_____ and will be paid in monthly installments. Tyler Transit reserves the right to remove any advertising for which Tyler Transit has not received payment in advance.

III. Production, Installation and Removal of Advertising

The Advertiser, at the Advertiser's own expense, is responsible for the production of all advertising, with installation of interior ad spaces being the responsibility of Tyler Transit in the space provided pursuant to this Agreement. Tyler Transit will be responsible for removal of all advertising, and the Advertiser shall not remove advertising without the permission of Tyler Transit.

IV. Advertising Policy and Advertising Design

This Agreement is subject to the Tyler Transit Advertising Policy. A copy of said policy is attached to this Agreement as Exhibit "B" and is hereby incorporated by reference and made part of this Agreement. By signing this Agreement, the Advertiser acknowledges that the Advertiser has reviewed said policy and agrees to comply with it.

The Advertiser may choose to have the advertising that is the subject of this Agreement designed and produced at a vendor of the Advertiser's choice. All external advertising must be printed at 720 x 720 resolution in a solvent-based ink and must be on vinyl that is outdoor-durable for at least five years. Tyler Transit may require the Advertiser to provide proof of the vinyl's quality. The Advertiser shall not allow the quality of the vinyl advertising to deteriorate below conditions acceptable to Tyler Transit. Acceptability will be determined by Tyler Transit in its sole discretion. Unacceptable deterioration includes, but is not limited to, severe color loss, fading, cracking or peeling. If unacceptable deterioration occurs the Advertiser shall correct such deterioration or replace the advertising within fourteen (14) days of receiving written notice from Tyler Transit that its advertising is no longer acceptable due to deterioration.

By signing this Agreement the Advertiser agrees that Tyler Transit shall have the right to review all advertising prior to installation to ensure compliance with this Agreement and the Tyler Transit Advertising Policy. Tyler Transit must approve all advertising prior to installation. Accordingly, the Advertiser must provide Tyler Transit with the design of the proposed advertising at least fifteen business days prior to the date on which the advertising will be installed.

V. Termination and Remedies

This Agreement will automatically terminate at the end of the last day of the Advertising Period. It is understood and agreed that the Advertiser may not terminate this Agreement prior to the end of the Advertising Period without providing Tyler Transit with written notice of termination at least ninety (90) calendar days before the effective date of termination.

Tyler Transit reserves the right to terminate this Agreement at any time upon default by the Advertiser in the payment of invoices hereunder or other breach of this Agreement. In the event of any such default or breach, Tyler Transit shall be discharged from any obligation to continue to display any advertising pursuant to this Agreement. In the event of suit for collection of unpaid accounts, all costs of suit (including, without limitation, reasonable attorney's fees) may be added to the monies owed. If Tyler Transit terminates this Agreement for default or breach, Tyler Transit reserves any and all remedies available at law, in equity, or under this Agreement, and the exercise of any such remedy by Tyler Transit shall not preclude the exercise of any other such remedy by Tyler Transit.

In addition to any other authority to terminate this Agreement, Tyler Transit reserves the right to terminate this Agreement without cause at any time by providing written notice to the Advertiser in advance of termination. If Tyler Transit terminates this Agreement without cause, Tyler Transit will prorate the amount to be paid by Advertiser for advertising space under this Agreement so that the Advertiser is charged only for the advertising space actually made available to the Advertiser.

VI. Indemnification

The Advertiser shall indemnify, hold harmless and defend Tyler Transit (i.e. the City of Tyler, Texas), its employees and agents from and against all liability for any and all claims, liens, demands, and damages of every kind for injuries to persons including personal injury, death, property damage, loss of use, infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices and expenses including attorney's fees arising out of or resulting from the performance of this Agreement, including the production, installation or content of the advertising material displayed under this Agreement, and caused in whole or in part, directly or indirectly, by the negligent or intentional acts or omissions of Advertiser, any subcontractor, or anyone for whose acts the Advertiser or subcontractor may be liable, regardless of whether or not such claims or damages occurred on property belonging to the Tyler Transit. The Advertiser's indemnification obligation provided herein shall survive the expiration or termination of this Agreement. To the extent permitted by applicable law, Advertiser's duty to indemnify and defend Tyler Transit under this Agreement will apply and will extend to cover losses regardless of whether such losses are caused by either Advertiser's or Tyler Transit's concurrent, comparative, or contributory negligence.

VII. Vehicle Use

Tyler Transit will make every effort to assign buses with advertising to the maximum amount of service hours given the constraints in vehicle assignment under which Tyler Transit operates. Tyler Transit does not guarantee on which vehicle or routes the advertising will be placed.

VIII. Reserve for Vehicle Wraps

Tyler Transit reserves the right to reduce the number of buses available for exterior advertising under this Agreement by one (1) or two (2) in order to make additional vehicles available for full-bus exterior advertising. If Tyler Transit makes such a reduction under this Agreement, then Tyler Transit will prorate the amount to be paid by Advertiser for advertising space under this Agreement so

that the Advertiser is charged only for the advertising space actually made available to the Advertiser.

IX. Force Majeure

Each party to this Agreement shall be excused from complying with the terms of this Agreement, except for the payment of monies when due, if and for so long as such compliance is hindered or prevented by riots, strikes, wars (declared or undeclared), insurrection, rebellions, terrorist acts, civil disturbances, dispositions or order of governmental authority, whether such authority be actual or assumed, acts of God, inability to obtain equipment, supplies or fuel, or by any act or cause (other than financial distress or inability to pay debts when due) which is reasonably beyond the control of such party.”

X. Miscellaneous Provisions

Without regard to any rules on conflicts of law, this Agreement shall be subject to and interpreted in conformance with the laws of the State of Texas and the ordinances of the City of Tyler, Texas, unless expressly provided otherwise by federal law or regulations. Venue for any action arising hereunder shall lie exclusively in Smith County, Texas, for actions in state court and in the Eastern District of Texas, Tyler Division, for actions in federal court.

This Agreement contains the full agreement of the parties with regard to the subject matter hereof and supersedes any and all previous agreements regarding said subject matter. No representation or assurance, verbal or written, shall affect or alter the obligation of either party under this Agreement. Any modification to this Agreement must be in writing and must be signed by both parties to this Agreement.

If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties hereto shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void, it being the intent and Agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objective.

Advertiser shall not assign this Agreement without prior written approval of the Tyler Transit. Any attempted transfer of this Agreement without prior written approval shall be null and void and of no effect.

Upon the expiration or termination of this Agreement for any reason, the obligations of the parties hereunder shall cease, but the provisions of this

Agreement which confer rights upon either party and which limit or delineate the responsibility of either party shall remain in effect as to the parties' conduct prior to expiration or termination of this Agreement.

Tyler Transit and Advertiser enter into this Agreement subject to and agree to abide by all applicable federal, state, and municipal laws and regulations with respect to the advertising matter to be displayed.

Nothing contained in this Agreement creates a partnership or joint venture between the parties or their successors in interest, and the relationship established by this Agreement is that of independent contractors.

Any term or condition of this Agreement or the breach of any such term or condition may be waived only by the express, written consent of both parties hereto. Unless specified otherwise in writing, the waiver of any breach of a term or condition of this Agreement does not waive any other breach of that term or condition or any breach of any other term or condition of this Agreement.

Agreed this ____ day of _____ 201_.

CITY OF TYLER, TEXAS

ADVERTISER

General Manager
Tyler Transit System

Signature of Authorized
Official of Advertiser

Title of signatory

Firm name

The following Exhibits are attached to the Tyler Transit Buses Advertising Agreement and by reference the most current copy is made a part hereof.

Exhibit "A": Advertising Fee Schedule and Specification

Exhibit "B": Tyler Transit Advertising Policy

Exhibit "C": Advertiser Application

Exhibit A
Advertising Fee Schedule and Specification



Call: (903) 533-8057

Email: jtorres@tylertexas.com

Visit our website at www.cityoftyler.com

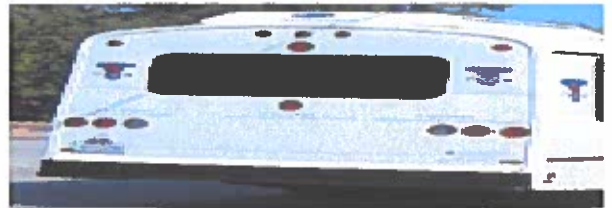
Support public transportation while you advertise your business!

Interior Ads
10X34

\$100 Monthly
(one ad in five vehicles)



Rear Window
\$150 per month



Side Windows
\$375 per month
Includes all windows on one side.



Full Bus Wrap - 26' Bus
\$800 per month



Full Bus Wrap - 30' Bus
\$900 per month



Installation costs including design and production is the responsibility of the advertiser.



A Natural Beauty

Exhibit B
City of Tyler and Tyler Transit
Advertising Policy

1. Advertising on all Tyler Transit vehicles shall comply with this policy. Advertising will be of reputable character and shall conform to community standards of decency as determined by the City of Tyler and Tyler Transit.
2. Tyler Transit will provide only the advertising space allowed under the contract to the Advertiser. The rates are for rental of space only, and do not include production or installation of the advertisement.
3. The City of Tyler and Tyler Transit do not guarantee on which vehicle or routes the advertising signs will be placed, nor guarantee that the advertisement will not be placed on the same vehicle as the Advertiser's competitor.
4. Only commercial advertising will be accepted. "Commercial advertising" is defined as advertising related solely to economic interest and offering for sale a product or service.
5. The following types of advertising will not be accepted:
 - a. Advertising that advocates violence, crime and anti-social behavior, or presents violence or crime as erotic, entertaining, amusing, or appropriate.
 - b. Advertising for illegal activities.
 - c. Advertising which violates any federal, state, or local law.
 - d. Advertising which is false, misleading, or deceptive.
 - e. Advertising with obscenities. Obscenities are defined as: "any communication, pictures, images, graphic images, or other matter that the average person applying contemporary community standards would find taking the material as a whole, in a patently offensive way."
 - f. Advertising for alcohol or tobacco products.
 - g. Advertising for sexually-explicit subject matter.
 - h. Advertising of a political nature.
 - i. Advertising of a religious nature.
 - j. Advertising promoting firearms or firearm related products.
6. Advertising shall conform to all current ordinances and codes adopted by the City of Tyler.
7. All designs of proposed advertising shall be submitted to Tyler Transit for review and approval prior to the signing of a contract. Such review will take into consideration compliance with the advertising policy as well as any affect the design may have on operations, maintenance, safety, and passenger comfort. In the event that a specific advertisement is found to not comply with the advertising

policy, advertisers may appeal to the City of Tyler Transportation Administrator, whose decision shall be final.

8. It is recommended that 3M Scotch print vinyl be used. If another brand of vinyl is used, it should be of equal or better quality and life expectancy. If the advertising space purchased includes windows, window film must be used to cover the windows. The operator and passengers must be able to see through the window film from inside the bus.
9. The advertisement space being rented, including the terms and conditions, will be specified in a signed agreement/contract between the Advertiser and Tyler Transit.

Exhibit C
TYLER TRANSIT SYSTEM



Advertisement Request Form

Please type or print clearly. All applicable information MUST be provided for full consideration.

APPLICATION

PART I. ADVERTISER INFORMATION

Contact
Name: _____

Organization
Name: _____

Address: _____

City: _____ State: _____

Zip Code: _____

Office
Phone: _____

Cell Phone: _____

E-mail
Address: _____

Secondary
Contact: _____

Office
Phone: _____ Cell Phone: _____

E-mail
Address: _____

PART II. SPECIFICATION INFORMATION

Advertisement Information

Choose an advertisement specification: (Place a checkmark next to each request)

- Rear Window
- Side Window
- Full Bus Wrap – 26’ Bus
- Full Bus Wrap – 35’ Bus

Start Date: _____ Length of Time (In months): _____

Specific Requests: (You may type and attach a separate document and annotate supplemental attached)

CERTIFICATION

I, the applicant, understand the purpose of this application is to request advertisement on the City of Tyler’s Transit System. I understand the information about my organization contained in this application will be kept confidential and shared only with

professionals involved in evaluating my organizations eligibility. **I certify that, to the best of my knowledge, the information in this application is true and correct. I authorize the City of Tyler Transit Department to conduct research on my organization but not limited to mission, vision and goals for consideration.**

Printed Name: _____ Title: _____

Applicant's Signature: _____ Date: _____

Mail, Fax, or deliver your completed application form to:
City of Tyler Transit Department
210 E Oakwood St. Tyler, TX 75702 Phone: (903) 533-8057 Fax: (903) 531-9418