

WHIDBEY SEATAC SHUTTLE ADVERTISING AGREEMENT

This Advertising Agreement (hereinafter referred to as "Agreement") is entered into on this ____ day of _____, 20____, by and between SEATAC SHUTTLE, LLC dba Whidbey SeaTac Shuttle (hereinafter referred to as "WSS") and the City of Langley, Langley Washington (hereinafter referred to as "Advertiser").

BACKGROUND AND INTENT

Whereas, WSS manages and operates transportation around the Puget Sound Area including Airport Transportation to/from Whidbey Island and SeaTac International Airport.

Whereas, WSS busses provide an opportunity for advertising displays designed to reach and inform the general public regarding activities and items of local interest and information; and

Whereas, the intent of this agreement is to provide advertising opportunities to businesses and the advertising community who choose to participate and display advertisements on specified locations on the WSS buses.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

- 1. PAYMENT AND LOCATIONS FOR ADVERTISING SPACE:** As described within this agreement, Advertiser agrees to submit payment, to WSS, for advertisement space on WSS busses at the rates specified in Exhibit "A" of this agreement.
- 2. ADVERTISING AVAILABILITY:** An Advertiser may purchase ad space for advertisements on any or all busses. Potential Advertiser will be able to select a particular ad space on each bus, if available, as listed in Exhibit "A" along with the duration of each advertisement. WSS will maintain a listing of available advertising space on each bus in its fleet, to include expiration dates of existing advertisements.
- 3. ADVERTISING PERIOD:** A minimum of a three (3) month showing is required. Payment for the minimum three-month period must be made in full by the posting date. For showings of more than three months, the Advertiser will be invoiced monthly in advance of each remaining months. All copy and illustrations are subject to the approval of WSS. All agreements are subject to these terms and conditions All rates are NET rates.

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4. **CALCULATION OF PAYMENT:** Advertiser has requested and agrees to pay WSS for specific advertising space as listed and calculated in Exhibit "A." Advertiser agrees to abide by terms and conditions listed in said Exhibit "A," and contained herein.
5. **INITIAL MINIMUM PAYMENT:** Advertiser agrees to pay WSS a minimum of three (3) months advertising fee as determined from schedules in Exhibit "A." New advertisement accounts must prepay the minimum of three (3) months duration of advertising service before advertisements will be placed on busses. Subsequent payments may be billed to the Advertiser by the WSS in monthly increments or as otherwise agreed. There is a \$300.00 deposit required for graphic removal payable in the initial payment.
6. **RIGHT TO REFUSE UNACCEPTABLE ADVERTISING:** The purpose of this advertising program is to promote Whidbey Island and its businesses and not to create a public forum for the public discussion of political or controversial issues. The WSS will not accept advertising that directly or indirectly supports or opposes a particular candidate, political cause or issue or that advocates or opposes a particular religion or religious belief. Acceptable advertising will be limited to that which proposes, directly or indirectly, a legal, commercial transaction that, in the sole discretion of the WSS, will reflect favorably upon the WSS, its riders and Whidbey Island. This advertising may include the promotion of Whidbey Island and surrounding areas as destinations for tourists or future development.

The WSS reserves the right to refuse any advertising that does not conform to the detail, instructions and guidelines set forth in the Technical Specifications as provided by the WSS and to any applicable requirements of the Federal Transit Administration, the Washington Department of Transportation and any other governmental agency with authority to regulate this usage. The WSS reserves the right to refuse advertising that is not presented to the WSS at least three business days before the requested start date. WSS may, at its sole discretion, refuse to place and install other advertising that it deems to be inappropriate considering the purpose and intent of this advertising program.

7. **ADVERTISING MEDIA AND INSTALLATION:** The Advertiser is responsible for providing graphic "advertising concepts" of their own design for approval. Once the advertising concept is approved, the advertiser shall contact a vendor to convert the approved "advertising concept" onto the "media" which meets the requirements specified in Exhibit "B". Once the approved advertisement media has been produced and installed by a reputable graphic shop, WSS will provide maintenance for the media for the duration of the agreement or the life of the media, whichever is shorter. At the end of the contract the advertiser shall pay to

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remove the graphics. Any monies owed shall be paid within 20 day from removal or refunded from the deposit collected at the start of the contract.

- 8. TRUTH IN ADVERTISING/INDEMNIFICATION FOR LIABILITY:** Advertiser is solely responsible for any legal liability arising out of or relating to the Advertisement, and/or such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify WSS and to hold WSS harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by WSS, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.
- 9. LIMITATION ON DAMAGES:** In no event will WSS be liable to Advertiser for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not WSS has been advised of the possibility of such damage.
- 10. ASSIGNMENT:** Advertiser may not assign this Agreement, in whole or in part, without WSS's written consent. Any attempt to assign this Agreement without such consent will result in this Agreement being null and void.
- 11. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 12. ENTIRE AGREEMENT:** This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, provided that all pricing will be governed by the Rate Card, whether printed on paper or electronically. The terms and conditions of this Agreement shall prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.
- 13. CANCELLATION:** The WSS shall have the right to cancel this agreement by providing five (5) days written notice for any breach of this agreement by Advertiser. In addition, this agreement shall immediately terminate and both parties shall be relieved from any and all further obligations hereunder as set forth in other provisions of this agreement or in the event a court of competent jurisdiction declares this agreement invalid.

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

- Exhibit "A": Advertising Fee Schedule
- Exhibit "B": Advertising Media Specification

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last of the individuals to sign.

SEATAC SHUTTLE, LLC

Advertiser

John Solin, Member, LLC

Printed Name

(Advertiser Authorized Agent)

Date _____

Date _____

Exhibit "A"
Bus Advertising Fee Schedule

Bus Advertising Fee Schedule for City of Langley

This fee schedule is for a 3 month term for one (1) 24 passenger bus in a half wrap (back and rear ¼ panels) for calendar year 2016.

One mini coach \$7,400.00

Total due \$7,400.00, payable per terms listed in this contract. Plus bus prep for graphic installation and graphic removal at termination of contract. A \$300.00 deposit required per terms of this contract.

If contract is terminated early the following schedule applies:

| | |
|---------------|--------------------|
| 3 – 6 months | \$900.00 per month |
| 6 – 11 months | \$735.00 per month |

If contract is extended the following schedule applies and will revert to the start date of the contract.

| | |
|----------------|--------------------|
| 12 – 17 months | \$645.00 per month |
| 18 – 23 months | \$600.00 per month |
| 24 + months | \$565.00 per month |

Exhibit "B"

**Flexible Perforated Vinyl Advertising Media
Exterior Mount Product Specifications**

Removable Adhesive

Black/White flexible 8-mil vinyl film with removable acrylic pressure-sensitive adhesive.

| | |
|----------------------------------|---|
| APPLICATIONS: | Transit Bus Windows, glass and other transparent surfaces |
| Makeup: | Black/White PVC with pressure-sensitive adhesive coating and release liner. |
| Open Area: | Approximately 50% |
| Vinyl Thickness: | .008" (.2mm) |
| Release Liner Thickness: | .007" (.17mm) |
| Adhesive Thickness: | .001" (.02mm) |
| Perforation Size: | .060" (1.5mm) |
| Dimensional Stability: | Good |
| Minimum Application Temperature: | 40° F (4° C) |
| Service Temperature Range: | 0° F to 140° F (-17° C to 60° C) |
| Expected Lifetime Exterior: | Two to three years. Six months for clean removal. Adhesion may increase with time. |
| Water Resistance: | Very good. If exposed to rain, printed image should be laminated. |
| Humidity Resistance: | Fair |
| Solvent Resistance: | Good |
| Storage Stability: | One-year shelf life when stored at 70° F (21° C) and 50% relative humidity. |
| Colors Available: | White print side and black adhesive side. |
| Printing: | Standard vinyl inks recommended. Print on the white side, not on the release liner. |
| Installation: | Apply to clean, dry glass surface. Use plain soap and water, rinse and dry glass well. Do not use ammonia or other solvent-based glass cleaners prior to application. |
| Removal: | Remove by peeling from surface. Remove adhesive residue on older installations, if necessary. |