

BUS SHELTER MAINTENANCE AND ADVERTISING AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2013 by and between PINELLAS SUNCOAST TRANSIT AUTHORITY (hereinafter "PSTA") located at 3201 Scherer Drive, St. Petersburg, FL 33716 and SIGNAL OUTDOOR ADVERTISING LLC (hereinafter "Signal") located at 7616 Southland Boulevard, Suite 114, Orlando, FL 32809.

WHEREFORE, PSTA operates a bus transportation system within Pinellas County, Florida;

WHEREFORE, PSTA currently owns and maintains over 500 bus shelters throughout Pinellas County.

WHEREFORE, approximately sixty (60) of these bus shelters are currently permitted and equipped to provide advertising space as listed on **Exhibit A** ("Advertising Shelters");

WHEREFORE, it is costly for PSTA to clean and maintain the bus shelters, and these efforts drain financial and administrative resources from other PSTA projects;

WHEREFORE, PSTA had entered into an agreement with Clear Channel Outdoor Advertising ("Clear Channel") for a program of transit shelters with advertising, under which Clear Channel placed the advertisements, sought approval from local governments to allow advertising on shelters, and maintained the shelters, however, the agreement with Clear Channel has been terminated; and

WHEREFORE, Signal has made a proposal, which PSTA wishes to accept, to assume responsibility for the placement of advertisements on the Advertising Shelters and to maintain the Advertising Shelters subject to the terms and conditions set forth in this Agreement; and

WHEREFORE, PSTA has a current agreement with Billups Worldwide for advertising placement on fourteen (14) faces of the Advertising Shelters listed on **Exhibit B** through and including September 29, 2013. The agreement with Billups Worldwide is current and, as provided herein, those faces shall be excluded from the provisions of this Agreement while the agreement with Billups Worldwide is in effect.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

I. **GRANT OF ADVERTISING BUS SHELTER RIGHTS AND PRIVILEGES:**

a. Recitals: The above recitals are true and correct and incorporated herein by reference.

b. Rights Granted: Except as reserved below, Signal is hereby granted the exclusive right to sell advertising on the Advertising Shelters and additional shelters installed by Signal and approved by PSTA ("Signal Shelters") during the term of this Agreement in accordance with the provisions contained herein and so long as advertising continues to be or is permitted on transit shelters in the jurisdiction in which the shelter is located. It is understood and agreed that Signal, its employees, or approved subcontractors will sell advertising space on Advertising Shelters and Signal Shelters. PSTA has the right in its sole discretion to approve or reject any Signal Shelter or to restrict the location of any Signal Shelter.

c. Rights Retained: PSTA retains and reserves all advertising rights on those faces listed on **Exhibit B** (the "Excluded Faces") and the Excluded Faces shall be excluded from this Agreement and the definition of "Advertising Shelters" until and through September 29, 2013, or until written notice from PSTA to Signal, whichever occurs sooner. Any such written notice from PSTA shall be appended to Exhibit B. PSTA further retains and reserves all rights which are not specifically granted by this Agreement. The rights retained and reserved by PSTA include, but are not limited to, the right to use, display, and/or license or otherwise provide for the use of its own name, trade name, trademark, and/or other identifying device or symbol used, owned, or registered by PSTA and to display information notices and materials for its patrons, including instructions, schedules, and route maps. This Agreement specifically excludes advertising which may appear on benches which are not located at a bus shelter. Aforementioned benches that are not permanently affixed shall not in any way be placed by PSTA to interfere with Advertising Shelters.

d. Ownership: PSTA shall maintain ownership of the Advertising Shelters. At no time will title or ownership rights in the Advertising Shelters be created in Signal pursuant to this Agreement. Signal shall maintain ownership of the Signal Shelters. At the termination of this Agreement, however terminated, Signal shall convey its ownership interest in the Signal Shelters to PSTA by bill of sale or other appropriate document.

e. Authorized Advertising: PSTA authorizes Signal to use the “downstream” end wall (furthest from approaching transit vehicles) of the Advertising Shelters for a two-sided or flared and secured panel to display advertising material. In no case shall advertising be displayed on the end wall closest to the approaching transit vehicles.

f. Compensation to PSTA:

1. Signal will pay to PSTA a fee of \$300 per Advertising Shelter and Signal Shelter (collectively, hereinafter the “Shelters”) per year, or 21.5% of net revenue collected from advertising, whichever is greater. Starting with 16th anniversary of this Agreement, Signal will pay to PSTA a fee of \$300 per Shelter per year, or 25% of net revenues collected from advertising, whichever is greater.
2. Signal will pay the fee in twelve equal monthly payments of \$25 per month. Each monthly payment is due no later than the 15th of the month following the month for which payment is due. At the end of each year, the net revenues shall be reconciled against the guaranteed monthly payment made to PSTA during the prior twelve months. Signal shall provide that reconciliation within thirty (30) days of the end of each twelve (12) month period during the term of this Agreement to PSTA, and shall pay to PSTA any additional funds due to PSTA at the time of the submittal of the reconciliation. If it is determined that PSTA is owed additional funds, Signal shall pay said sum to the PSTA within fifteen days of the date of any such determination.
3. At the end of the first twelve month term of this Agreement, the reconciliation shall reflect a credit to Signal for the cost of the repairs to certain of the Advertising Shelters described in Section IV.c.1-3 below, which total sum shall not exceed \$5000, unless PSTA approves an additional amount, which additional amount must be approved by PSTA in writing prior to Signal exceeding the total repair cost of \$5000.

II. **CHANGES IN AUTHORIZED ADVERTISING**: It is mutually acknowledged and understood that advertising and the grant of advertising rights provided for herein, are only incidental to PSTA’s transportation business, which may undergo changes affecting the advertising rights granted herein. PSTA accordingly shall have no liability to Signal for any change in its routes or in the number of transit vehicles operated by it

or ridership or for any other change in its business activities which may affect the level or scope of advertising authorized by PSTA. Signal acknowledges that the space available for advertising on the Shelters may vary from time to time for various reasons, including policy decisions by PSTA relative to the desirability of advertising on some of the transit shelters. Signal agrees that any and all contracts it enters into with advertisers shall contain a clause permitting cancellation by Signal or its assignee without penalty, except for a proration of fee, upon sixty (60) days' notice.

III. SPACE ALLOCATION AND UTILIZATION:

a. Unused Space: Notwithstanding provisions of Section I of this Agreement, PSTA, at no charge to PSTA, shall have the option to use up to 20% of any unused advertising space on the Shelters for PSTA signage. PSTA shall bear the cost of providing PSTA's signs and Signal shall post PSTA's signs on unused space on the Shelters at no charge.

b. Promotion of Advertising Space: Signal may use, at Signal's sole cost and expense, available unsold advertising space on the Shelters for its own advertisement and promotion designed to increase the sale of advertising space on the shelters.

c. Non-Commercial Advertising Space: Exclusive of all commercial advertising space referred to in this Agreement, PSTA reserves the right to place on all Signal Shelters informative material, such as route maps and schedules, at no cost to PSTA. PSTA will provide and install aforementioned informational materials.

d. Public Service Announcements: Signal shall have the right to display upon any spaces not contracted for use by paid advertisers certain public, education and charitable displays.

IV. MAINTENANCE OF SHELTERS: Signal shall maintain, repair, and replace all of the Shelters as set forth below.

a. Maintenance Schedule:

- i. Signal shall visit each Shelter a minimum of once per week. Additional Shelter visits may be completed as necessary.
- ii. Signal will respond to any complaints received about a specific Shelter within 48 hours of any complaint. Serious or urgent complaints will receive a response as soon as is physically possible

and not later than 24 hours from the time of the receipt of the complaint.

b. Cleaning:

Signal shall be responsible for ensuring the Shelters are properly cleaned. This includes, but is not limited to:

- i. Hand cleaning of shelter, bench and trash receptacle
- ii. Inspection of each site at least once per week
- iii. Use of environmentally safe products
- iv. Mowing of grass and removal of weeds
- v. Power steam washing at least twice annually
- vi. Pick up and removal of trash and debris within a 25' radius of the shelter
- vii. Replacement of wrinkled or unsightly posters; and
- viii. Regularly scheduled audits to monitor quality of work

c. Repair and Replacement:

- i. Signal shall be responsible for the costs of any repairs and maintenance of the Shelters. Signal shall repair any damage to a Shelter within 48 hours of notification of damage. If the damage is of an emergency or hazardous nature, Signal shall respond within 24 hours of notification. Signal has inspected the Shelters, has determined that they are in a good state of repair and accepts the Shelters as is for purposes of the requirement that Signal be responsible for the repair and maintenance of the Shelters commencing on the effective date of this Agreement, except that PSTA shall reimburse Signal for the following repairs to Advertising Shelters:
 1. Signal shall make the necessary repairs to allow for illumination of 3 of the Advertising Shelters that have electric service, but require minor repairs (bulbs/ballasts). The estimated cost to repair these 3 shelters is \$900 total.
 2. Seven glass panels and one Plexiglas panel of the Advertising Shelters will be replaced by Signal at an estimated total cost of \$1000.00.

3. Three Advertising Shelters with open support will be modified by Signal to add cross members for support. The total estimated cost for these repairs is \$3000.

ii. If a Shelter is destroyed or becomes harmful to the public, Signal shall remove the Shelter remains or damage as soon as possible. Signal shall be responsible for installing a replacement Signal Shelter within fifteen (15) days of notification, at its sole expense, subject to being able to obtain necessary governmental approvals.

V. **ADVERTISING MATERIAL:** Signal maintains all control over the content of the advertising in accordance with the terms of Signal's advertising contracts and consistent with its internal practices. It is the responsibility of Signal to ensure all proposed advertising is reviewed prior to its display and that the advertising is consistent with the following policies:

a. The advertising must not be objectively false, fraudulent, or misleading

b. The advertising must not promote directly or indirectly establishments engaged in sexually-oriented business activities. Such establishments include, but are not limited to, gentlemen's clubs, massage parlors, adult internet websites, and adult video and/or book stores.

c. The advertisements must not be highly controversial and likely to cause substantial disruption to the community. Under no circumstances should the copy include obscene words or pictorial content that is sexually explicit or lewd.

d. All advertising must be appropriate for viewing by children.

VI. **ADVERTISING RATES:** Signal shall establish and maintain a schedule of rates to be applied to the advertising in Signal's shelters. Such rates shall be provided to PSTA initially and immediately upon any changes during the course of this Agreement. Signal will use its best efforts to sell advertising at the scheduled rates while recognizing that economic factors may exist sometimes where selling at a lower rate is economically justifiable in the marketplace.

VII. **TERMS AND TERMINATION:**

a. **Term:** This Agreement shall take effect on June 1, 2013 and terminate on May 31, 2033.

b. Termination: In the event Signal fails to carry out any material term, covenant, condition, or promise herein set forth, PSTA shall have the right to terminate this Agreement with no penalty to PSTA. Additionally, PSTA shall have the option to terminate this Agreement with no penalty if Signal is unable to obtain net advertising revenue for all shelters combined in excess of the yearly minimum guarantee for all shelters combined for a period of two (2) consecutive years.

c. Disposition of Shelters Upon Termination: Upon termination of this Agreement, Signal agrees to transfer all rights to the Signal Shelters to PSTA free and clear of all liens and encumbrances and execute a bill of sale and any other documents that PSTA reasonable requires to reflect the conveyance of the Signal Shelters to PSTA. The transfer shall occur no later than thirty (30) days following the termination of this Agreement. Signal also shall assign all of its rights in any advertising agreement that extends beyond the termination date to PSTA and shall pay to PSTA within thirty days of the termination date any deposits or prepaid amounts paid by any advertiser for advertisements on the Advertising Shelters and/or Signal Shelters that extend beyond the termination date. At PSTA's request, Signal shall remove any advertisements from the Advertising Shelters and the Signal Shelters. If PSTA elects not to accept the conveyance of any of the Signal Shelters, Signal shall remove the shelters rejected by PSTA no later than thirty days after the termination date.

VIII. MISCELLANEOUS PROVISIONS:

a. Indemnification: Signal Agrees to indemnify, hold harmless, and defend PSTA, its employees, officers, and agents of, from, and against, all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever, arising out of any action or omission of Signal taken pursuant to this Agreement, including Signal's decisions to accept, reject, place, or not place or in any other way control any advertising material, display art or copy, including but not limited to all claims whatsoever for personal injuries, property damage or for equitable or declaratory relief, including loss of use, cause by the negligent or deliberate act or omission of Signal, its agents, officers, contractors or employees or anyone else for whose acts Signal may be liable, or in any way arising out of this Agreement or the placement of ads on the Shelters. This includes claims by the employees of Signal against PSTA and Signal hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability PSTA may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes. This indemnification and hold harmless includes but is not limited to indemnification to

PSTA for any damages of any kind or claims arising out of Signal's violation or alleged violation of any third parties' trade secrets, proprietary information, trademark, copyright, patent rights, or first amendment rights.

b. Authorized Representatives and Notices: PSTA and Signal shall each designate an Authorized Representative who has authority to act on its behalf for this Agreement. All notices provided for under this Agreement shall be in writing and shall be served on the receiving party and deemed to have been duly given:

- i. On the date of delivery, if delivered personally to the party to whom notice is given, or
- ii. On receipt, if made by telecopy directed to the party to whom notice is to be given at the party's telecopy number listed below or if mailed to the party to whom notice is to be given by registered or certified mail, return receipt requests, postage prepaid and properly addressed as follows:

PSTA: Mr. Brad Miller, CEO
Pinellas Suncoast Transit Authority
3201 Scherer Drive
St. Petersburg, FL 33716
Telephone: 727-540-1800
Fax: 727-540-1913

With a Copy to: Alan S. Zimmet, Esq
One Tampa City Center
201 North Franklin Street
Suite 2700
Tampa, Florida 33602
Telephone: 813-273-6677
Fax: 813-223-2705

Signal: Mr. John Savey, President/CEO
Signal Outdoor Advertising LLC
7616 Southland Blvd, Suite 114
Orlando, FL 32809
Telephone: 407-856-7079
Fax: 407-856-7039

c. Assignment: This Agreement and the rights granted herein may not be assigned by Signal without the prior written consent of PSTA, and such consent shall not be unreasonably withheld. Any assignment in violation of this provision shall be void.

d. Applicable Law: This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. The parties consent to jurisdiction over them and agree that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any federal actions shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division.

e. Legal Relationship: The parties hereby declare that it is not their intention by this Agreement or any of the terms thereof to create a partnership, joint venture, or agency relationship between them.

f. Section Headings: The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision hereof

g. Entire Agreement: This Agreement, with all exhibits referenced herein, represents the entire agreement between PSTA and Signal, and supersedes all prior negotiations, representations, or agreements, either written or oral.

h. Force Majeure: Whenever a period of time is herein prescribed for action to be taken by either party, the party shall not be liable or responsible therefore, and there shall be excluded from computation for any such period of time, any delays due to the strikes, riots, acts of God, shortages of labor or materials, theft, fire, public enemy, injunction, insurrection, court order, or war.

i. Authorization. Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the first date above written.

Signal:

Signal Outdoor Advertising

PSTA:

Pinellas Suncoast Transit Authority

By: _____

Print Name: _____

Title: _____

By: _____

Brad Miller, CEO

Witness

Print Name: _____

Approved as to Form:

Alan S. Zimmet, General Counsel

Exhibit A

List of Advertising Shelters

Stop ID	Address	City
2224	49TH ST N & 68TH AVE	PINELLAS PARK
2723	66TH ST N & 68TH AVE N	PINELLAS PARK
2760	70TH AVE & 47TH ST	PINELLAS PARK
2880	PARK BLVD & BELCHER RD	PINELLAS PARK
2997	GANDY BLVD & ROBERTS LN	PINELLAS PARK
3040	PARK BLVD & GRAND AVE	PINELLAS PARK
3085	66TH ST & 85TH AVE	PINELLAS PARK
3188	66TH ST N & 94TH AVE N	PINELLAS PARK
3325	66TH ST N & REGENT BLVD	PINELLAS PARK
3360	BELCHER RD S/O BRYAN DAIRY RD	PINELLAS PARK
3455	66TH ST N & 118TH AVE N	PINELLAS PARK
3475	66TH ST N & 118TH AVE N	PINELLAS PARK
3560	28TH ST N & # 12468	ST PETERSBURG
3851	BELCHER RD S & 142ND AVE (& Granada Ave)	LARGO
4012	EAST BAY DR & FULTON DR SE	LARGO
4018	EAST BAY DR & NEWPORT RD	LARGO
4020	EAST BAY DR & BEDFORD CIR W	LARGO
4023	ROOSEVELT BLVD & 58TH ST N	CLEARWATER
4026	EAST BAY DR & PLUMOSA DR	LARGO
4030	EAST BAY DR & COUNTRY CLUB DR (Wertz Drive)	LARGO
4041	EAST BAY DR & BELCHER RD N	LARGO
4060	EAST BAY DR & KEENE RD	LARGO
4064	EAST BAY DR & 8TH ST NE	LARGO
4209	MISSOURI AVE N & AUBURN ST	LARGO
4298	BELCHER RD S & CATALINA DR	CLEARWATER
4378	MISSOURI AVE S & LAKEVIEW DR	CLEARWATER
4402	MISSOURI AVE S & JEFFORDS ST	CLEARWATER
4474	GULF TO BAY BLVD & # 2515 (Old Coachman Rd)	CLEARWATER
4481	GULF TO BAY BLVD & PARK PLACE BLVD	CLEARWATER
4487	GULF TO BAY BLVD & MAIN AVE S	CLEARWATER
4569	CLEVELAND ST & STARCREST DR	CLEARWATER
4599	CLEVELAND ST & FREDERICA AVE S	CLEARWATER
4654	DREW ST & SATURN AVE N	CLEARWATER
4669	DREW ST & US HWY 19 N (E/O Old Coachman Rd)	CLEARWATER
4724	HERCULES AVE N & GILBERT ST	CLEARWATER
4921	SUNSET POINT RD & KINGS HWY	CLEARWATER
4984	HERCULES AVE N & SUNSET POINT RD	CLEARWATER

Stop ID	Address	City
4993	HERCULES AVE N & BARRINGTON DR N	CLEARWATER
5089	DOUGLAS AVE & PLAZA DR	DUNEDIN
5098	PATRICIA AVE & SCOTSDALE ST	DUNEDIN
5157	ENTERPRISE RD E & VILLAGE DR	CLEARWATER
5170	VILLAGE DR & ENTERPRISE RD E	CLEARWATER
5181	ENTERPRISE RD E & LANDMARK DR	CLEARWATER
5204	ENTERPRISE RD E & MCMULLEN BOOTH RD N	CLEARWATER
5214	COUNTRYSIDE BLVD & # 2533	CLEARWATER
5221	MCMULLEN BOOTH RD & EASTLAND BLVD	CLEARWATER
5251	PATRICIA AVE & ADMIRAL RD	DUNEDIN
5263	MLK AVE & LORRAINE LELAND ST	DUNEDIN
5273	MAIN ST & BELCHER RD	DUNEDIN
5279	MAIN ST & ENTERPRISE RD	DUNEDIN
5282	MAIN ST & CONCORD DR W (Virginia)	DUNEDIN
5286	MAIN ST & LAKE HAVEN RD	DUNEDIN
5298	MAIN ST & LAKE HAVEN RD	DUNEDIN
5315	MCMULLEN BOOTH RD & DANIEL ST	CLEARWATER
5325	MLK AVE & SAN CHRISTOPHER DR	DUNEDIN
5445	BAYSHORE BLVD & MICHIGAN BLVD	DUNEDIN
5468	BAYSHORE BLVD & NICHOLAS DR	DUNEDIN
5482	BAYSHORE BLVD & CAUSEWAY BLVD	DUNEDIN
5489	BAYSHORE BLVD & # 2798 (at Mediterranean Dr)	DUNEDIN
8284	ULMERTON RD & BELCHER RD	LARGO

Exhibit B

Excluded Shelters

(until September 29, 2013 or written notice from PSTA appended hereto)

Location Desc.	Zip	Area
East Bay Dr NS 25ft E/O 8th St NE F/W - 1	33770	Largo
Highland Av ES 50ft S/O San Christopher Dr F/S - 2	34698	Dunedin
Patricia Av WS 400ft S/O Main St F/N - 2	34698	Dunedin
Main St SS 0.01mi E/O Lake Haven Rd F/W - 2	34698	Dunedin
Countryside Blvd NS 180ft E/O Enterprise Rd N F/E - 2	33763	Clearwater
Sunset Point Rd NS 160ft W/O Kings Hwy F/W - 1	33755	Clearwater
Hercules Av WS 170ft N/O Marilyn St F/N - 2	33765	Clearwater
Gulf to Bay Blvd SS 700ft W/O Sky Harbor Dr F/E - 1	33759	Clearwater
Gandy Blvd SS 60ft E/O Grand Av F/E - 1	33702	Pinellas Park
Missouri Av WS 10ft N/O Jeffords F/N - 2	33756	Clearwater
Belcher Rd ES 600ft N/O Nursery Rd F/N - 1	33764	Clearwater
70th Av N SS 400ft E/O 49th St N F/W - 2	33781	Pinellas Park
Ulmerton Rd NS 1000ft E/O Belcher F/E - 2	33771	Largo
Drew St NS 750ft W/O US 19 F/W - 1	33765	Clearwater