BUS BENCH ADVERTISING CONTRACT

This agreement ("Contract") is made this_____day of _____, 20__, between the City of Shreveport, (hereinafter called "the City"), and Go Graphics of Shreveport, LLC (hereinafter called "Contractor").

The City and the Contractor in consideration of the mutual covenants contained herein, and for valuable consideration exchanged between the parties hereto, hereby agree as follows:

1. CONTACT TERM

A. The term of this Contract shall commence with an installation phase of not to exceed one hundred and eighty (180) days from the execution of the Contract, followed by a period of five (5) years, subject to the condition that the Contractor conform with all terms of this franchise and perform all obligations hereunder, and may be extended for an additional five (5) years upon mutual agreement between the City and the Contractor.

B. The City or Contractor may notify the other at least 60 days prior to the end of the fifth contract year of intent to renew or not. If neither the City nor Contractor notify the other of intent not to renew then the term will be extended for the additional five (5) years. The City shall have the right to cancel or terminate the Contract for cause upon one hundred and eighty (180) days written notice to the Contractor; cause shall mean a material breach of the provisions hereof by Contractor which breach shall be set forth in the written notice. If Contractor shall have cured the breach to the reasonable satisfaction of the City prior to the expiration of the one hundred and eighty (180) day period, the termination shall not become effective. If termination becomes effective, the Contractor will have sixty (60) days to remove all benches.

2. OBLIGATIONS OF CONTRACTOR

A. The Contractor shall supply, deliver, install, and maintain a minimum of one hundred sixty (160) bus stop benches in the City of Shreveport at public transportation stops in the public right-of-way. Contractor may install and maintain more than this minimum number of bus benches in accordance with the terms of this Contract.

B. The Contractor shall install a minimum of thirty (30) benches no later than forty-five (45) days after the date that the Contract has been executed or by February 15, 2015, whichever is later; a minimum of one hundred (100) benches no later than one hundred twenty (120) days after the date that the Contract has been executed; and a minimum of one hundred sixty (160) benches no later than one hundred eighty (180) days after the date that the Contract has been executed. If Contractor's installations are delayed or interrupted by factors such as removal of existing benches, approval of locations by the City, weather or other events beyond Contractor's control, as long as Contractor is working in good faith and using its best efforts to meet the above deadlines the failure to strictly satisfy any of the above shall not be deemed a breach of any deadline requirement. Contractor shall thereafter supply, deliver, install and maintain additional bus stop benches at such locations as may be reasonably agreed to by the City and Contractor. The Contractor shall be authorized to make provisions for bench installation, including construction of concrete bases, effective upon execution of the Contract, but shall not be authorized to place benches or advertising until February 1, 2015 without the consent of the City.

C. The location of all benches shall be subject to the approval of the City, such approval not to be unreasonably withheld. If the City deems it necessary that the location of any bus bench be changed, it shall notify the Contractor of the requested change, and the Contractor shall comply with such request within 15 days of such notice.

D. All bus benches installed by Contractor shall meet the following standards:

a. The City must approve the size, construction, and location of each bench authorized under this ordinance. All benches shall be no more than 52 inches high, nor more than 96 inches wide/long, nor more than 30 inches deep. Benches shall have seats that are 60 inches long minimum, 20 inches deep minimum, and 24 inches deep maximum. Benches shall provide for back support that is 60 inches wide/long minimum and shall extend from a point 2 inches maximum above the seat surface to a point 18 inches minimum above the seat surface. Back support shall be 2 1/2 inches maximum from the rear edge of the seat measured horizontally. The top of the bench seat surface shall be 17 inches minimum and 19 inches maximum above the finish floor or ground.

b. All benches must be constructed and installed in accordance with all federally mandated Americans with Disabilities Act (ADA) requirements and ADA Standards for Accessible Design. Notwithstanding the foregoing, the Contractor shall not be responsible for the site, or access to the site, complying with the ADA or the making of any improvements to cause the site to comply with the ADA, including but not limited to curb cuts, street markings, handrails, walkways, signage or other site access or conditions, all of which shall remain the responsibility of the City, when applicable.

c. No bench, unless otherwise authorized, may be placed so that the angle of its long diversion in relation to the curb line shall be greater than forty-five (45) degrees and no bench, unless otherwise approved by the City, may be placed so that it is closer than eighteen (18) inches to the face of the curb. Not more than one bench shall be permitted at a particular location without written permission of the City.

d. Benches shall be constructed of substantial, durable material approved by the City and shall be maintained in a good and substantial state of repair. Such maintenance shall include, but not be limited to, cleaning of all seat surfaces, pest control and the cutting of grass and undergrowth at bench locations within a 3 foot perimeter of the bench. Contractor shall not be responsible for waste containers or collecting refuse or trash at any bench sites as this is the responsibility of the City, however, Contractor shall use reasonable efforts to assist the City by picking up loose trash and waste in the immediate vicinity of benches when performing routine maintenance. Benches shall be constructed and installed so as to remain upright in high winds.

e. Benches shall be installed on and secured to reinforced concrete bases, constructed in accordance with City engineering standards. Benches shall not be installed without concrete pads without written permission of the City.

f. The City under no circumstances will be responsible for reimbursement to the Contractor for the actual cost of constructing, purchasing, or maintaining any benches without the express written consent of the City.

g. This Contract serves as the authority for Contractor to install the benches provided for herein, in accordance with the above specifications and this Contract, including but not limited to the forming and pouring of concrete slabs and affixing and assembling the benches, at the bus stop locations determined as set forth herein; no separate building or construction permits shall be required.

E. Contractor shall have the right to sell and place advertising on said benches in accordance with the following restrictions:

a. Advertising affixed on the benches shall appear only on the front or rear surface of the backrest area of the bench, and shall not exceed 84 inches in length or 30 inches in height.

b. No advertising shall appear on any bus bench located in any residentially zoned area (R-1 zoning), and defined by zonings ordinance and the official zoning map of the City as it now exists and may hereafter exist.

c. No advertising shall appear on any bus bench located in downtown Shreveport as bounded by Common, Crockett, Commerce, and Caddo, including on the boundary streets.

d. Go Graphics of Shreveport, LLC shall abide by all applicable laws. Notwithstanding any language to the contrary, nothing in this Contract shall be construed to create any limitations on Go Graphics of Shreveport, LLC's independent editorial control over the placement and content of advertisements upon its bus stop seating provided under this contract, which decisions are controlled solely by Go Graphics of Shreveport, LLC and are in no way controlled, approved or subject to veto by the City. All advertising content shall be of reputable character, and any advertising content deemed objectionable to the City shall not be displayed, or if already displayed, shall be removed at the City's request.

e. Contractor may utilize any bench with unsold advertising space to advertise the availability of benches for advertising, or may make such space available to SporTran for advertising the City public transit system. All production costs for SporTran advertising will be borne by SporTran.

F. Benches shall be located so as to avoid obstruction of passage along any public way, to avoid obstruction of vision, and to avoid the creation of any hazard to public safety.

G. Should any bench fail to conform to any of the requirements of this franchise, the City may order the Contractor to remove such bench within seven (7) working days. If the Contractor fails to remove the bench, the City may remove the bench at the expense of the Contractor.

H. Contractor agrees to obtain and keep in force during the term of this agreement a form of Commercial General Liability Insurance in an amount not less than a combined single limit of $1,000,000 per occurrence. It is the intent of the City that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than $2,000,000. Further, the Contractor shall obtain and keep in force Comprehensive Auto Liability Insurance, including hired, rented or non-owned automobiles, in an amount not less than $100,000 Per Person and/or $300,000 per occurrence or a combined single limit of $300,000 per occurrence. Further, the Contractor shall obtain and keep in force Workers' Compensation Insurance as required by the laws of the State of Louisiana and Employer's Liability Insurance in a minimum amount of $1,000,000. This policy shall contain an Other States Coverage Endorsement, if applicable. When required by the City, this policy shall also be endorsed to include coverage required by the United States Longshoreman and Harbor Workers' Compensation Act and Maritime Coverage. The certificate of insurance required herein, must have the following statement or a substantially similar statement acceptable to the City shown in the remark section, if applicable: This policy for workers' compensation protects all members of the insured organization, including an employer, a sole proprietor, a partner or bona fide officer of the insured organization, and all employees.

I. All coverage provided herein shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an A.M. Best Company rating of **B+VII** or better. This rating requirement is waived on workers compensation only. The City reserves the right to inspect any and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter.

Proof that such insurance coverage exists shall be furnished to the City by means of a Certificate of Insurance form provided by the City before any part of the service specified by this Agreement are commenced. The said Certificate shall name the City of Shreveport as an additional insured as indicated herein and include a provision that in case of cancellation or any material change in the coverage stated above the City shall be notified thirty (30) days prior to any such change or cancellation. Said provision shall include cancellation for non-payment of premium. The Contractor shall be liable for its subcontractors' insurance coverage of the types and in the amounts stated above, and shall furnish the City with copies of such Certificates of Insurance.

The Contractor and all of its insurers shall, in regard to the above stated insurance, waive all right of recovery or subrogation against the City, its officers, agents or employees and its insurance companies, except as may be provided in the Contract.

J. The Contractor shall not sell, donate, encumber, lease, grant, assign or in any way alienate all or any part of the rights, privileges, or obligations under this franchise without the prior written approval of the City; any such act without approval of the City shall be void and shall constitute a breach of the Contractor's obligations under this franchise.

K. The Contractor shall operate hereunder as an independent contractor, and shall not be construed as an officer, agent, servant or employee of the City.

L. It is the intent of the City that the bus benches provide a service for the citizens of Shreveport-Bossier City, with the purpose of advertising incidental to its public function. Contractor shall place benches in a balanced manner so as to provide for adequate numbers of benches on all SporTran routes. No routes shall be consistently excluded in bench placement, except due to limitations set out elsewhere in this ordinance.

M. On those SporTran routes operated over state roads, permission to place benches on State right-of-way is hereby granted and permitted by the City only to the extent of its authority to do so. Notwithstanding the foregoing, placement of benches at locations on State right-of-way are at the Contractor's risk and Contractor may be required to pay any license, fees, permits, taxes, etc. applicable for placement of benches in state right-of-way, if any.

N. General oversight of this Contract, except as otherwise herein noted, shall be the responsibility of Shreveport Transit Management dba SporTran, including but not limited to contract compliance, negotiation of payments by the Contractor above and beyond the minimum guarantee requirements hereunder established, handling of citizen complaints, and other administrative and supervisory responsibilities, as set forth in their transit service management agreement with the City.

O. Contractor shall submit an updated list of bench locations to the City on a monthly basis. All benches provided by Contractor are and shall remain the property of Contractor at all times.

P. The Contractor shall provide, at such time and form as the City may request, reports, data, and information pertaining to the services performed under the terms of this ordinance. The Contractor shall further provide access to its accounting records pertaining to the Contract for the purposes of audit and verification upon presentation of a written request for access, to be served no less than 5 days prior to the access date.

Q. As consideration, the Contractor shall pay to the City a minimum amount of $10 per installed bench per month or 10% of gross advertising sales for the month, whichever is greater. Gross advertising sales for a month shall mean Contractor's actual collected fees for displaying a customer's advertising materials on benches during such month. If paid occupancy for benches exceeds 80% the Contractor shall pay a minimum of $10 per installed bench per month or 11% of gross advertising sales, whichever is greater. If paid occupancy for benches exceeds 90% the Contractor shall pay a minimum of $10 per installed bench per month or 12% of gross advertising sales, whichever is greater. The Contractor will make payment to the City within 20 days after the end of the month, substantiated by a listing of advertising inventory and gross sales for such month. The number of benches for which payment is made shall be determined by the maximum number of benches in place during the month. After the initial six month of the Contract, the minimum payment will be $1,600 per month. Should any reductions in the total number of benches fall below one hundred sixty (160) due to requirements of the City, no minimum monthly payment will be required for that month.

3. OBLIGATIONS OF THE CITY

A. The City hereby grants the right and privilege to construct, place advertising on, and maintain benches at SporTran bus stops on the public right-of-way in the City of Shreveport.

B. General oversight of this Contract, except as otherwise herein noted, shall be the responsibility of Shreveport Transit Management dba SporTran, including but not limited to contract compliance, negotiation of payments by the Contractor above and beyond the minimum guarantee requirements hereunder established, handling of citizen complaints, and other administrative and supervisory responsibilities, as set forth in their transit service management agreement with the City.

C. The City represents and warrants to Contractor that City has the right to enter into this Contract, that during the term of this Agreement Contractor shall have the exclusive right to install bus benches and advertising at bus stops on the public right-of-way in the City of Shreveport, City will not grant to any other person the right to sell or place advertising at bus stop locations, and that any existing or future contracts or agreements between the City and other bus bench vendors will not interfere with or prevent Contractor from performing in accordance with this Contract.

4. AMENDMENTS

This contract may be amended or otherwise modified only by written document executed by both parties and failure on the part of either party to enforce any provision of this contract shall not be construed as a waiver of the right to compel enforcement of such provision, nor act to relieve either party of its obligations under this contract.

There are no understandings, contracts, or conditions with respect to this contract except those contained in this contract and in the documents incorporated by reference.

This contract may not be assigned, transferred, conveyed, or encumbered by either party without the express written consent of the other party.

5. EXCEPTIONS

In the event of a natural disaster, labor strike, civil unrest, acts of terror, acts of God, or economic recession, or any other event(s) beyond the reasonable control of either party to this contract, that

negatively affect the performance of either party's duties under the contract, certain terms or conditions of the contract affected by any of the listed events may be renegotiated or temporarily changed to provide relief to the affected party.

6. THIRD PARTY BENEFICIARIES

It is specifically agreed by and between the parties hereto that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this contract. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract. Contractor further warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability.

7. BANKRUPTCY

Contractor agrees that if any execution or legal process is levied upon its interest in this contract, or if any valid liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, same shall constitute "cause" for City issuing notice of termination to Contractor as provided in Section 1B hereof and subject to Contractor curing same within the period specified in Section 1B.

8. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees that in all hiring or employment made possible by or resulting from this contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veteran status, and where applicable, affirmative action will be taken to ensure that Contractor's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, or veteran status. This requirement shall apply but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including an apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age, or veteran status.

9. INDEMNITY AND HOLD HARMLESS

Each party to this contract undertakes, agrees and does hereby indemnify, defend, and hold the other party, its officers, agents, servants and employees harmless from and against any and all claims, demands, losses, suits, damages, judgments, cost and expenses whether direct, indirect or consequential and including but not limited to all fees, expenses and charges of attorneys and other professionals, and court costs and expenses, for injury, including death and personal injury and/or property damage, and/or any other loss or damage of whatever nature or kind, arising out of, in connection with or resulting from the actions or decisions made by the indemnifying party, the breach of this Contract or of the representations and warranties made by the indemnifying party herein or the performance of any work or services under this contract by the indemnifying party and caused in whole or in part by any act, error, or omission of the indemnifying party, its officers, agents, servants, employees or any other person or organization performing directly with such indemnifying party.

10. VENUE AND CONTRACT INTERPRETATION

The parties hereto stipulate that the venue of any possible litigation arising under this contract shall be in the First Judicial District Court, Caddo Parish, Louisiana.

The parties further stipulate that this contract shall be interpreted in accordance with and governed by the laws of the State of Louisiana and such federal laws and regulations as may be applicable to the enforcement of this contract.

11. ATTORNEY'S FEES; COST OF LITIGATION

In the event suit is brought by either party to enforce the terms and provisions of this contract or to secure the performance hereof, the prevailing party shall be entitled to recover reasonable attorney's fees and costs of litigation.

12. SEVERABILITY

If any provision of this contract is held invalid, such invalidity shall not affect other provisions or items of this contract which can be given effect without the invalid provision or item, and to this end, the provisions or items of this contract are hereby declared severable.

13. ENTIRE AGREEMENT

This contract and the matters expressly referred to herein constitute the entire agreement between the parties. No representations, warranties, undertakings or promises have been made by either party hereto unless expressly stated herein. All amendments hereto, if any, shall be in writing and executed by the parties.

In witness whereof, duly authorized representatives of each party execute this contract.

City of Shreveport

_____ _____
Name Printed Title

_____ _____
Name Signed Date

Contractor

_____ _____
Name Printed Title

_____ _____
Name Signed Date