

Champaign-Urbana Mass Transit District
Advertising Policies for Contractors and Advertisers

I. INTRODUCTION

1.01 Scope and Purpose

The Champaign-Urbana Mass Transit District (“MTD”) is a political subdivision of the State of Illinois and operates a regional transit system throughout Champaign-Urbana and the University of Illinois at Urbana-Champaign campus. It is in the public interest to make advertising space available on certain designated transit assets to generate revenue and help fund the operation of the regional transit system. These advertising spaces include, but are not limited to exterior advertising on vehicles, interior advertising on vehicles, digital displays on Passenger Information Kiosks, advertising placed in the annual Maps & Schedules publication, and any additional special advertising space offered by MTD in the Client’s order summary.

Advertisements on MTD property are not to be construed as the viewpoint or official message of MTD or endorsed by MTD, and all advertisements are subject to final approval by the Managing Director of MTD or their designee.

1.02 Nonpublic Forum

MTD and its vehicles and property are not public forums or designated public forums. MTD reserves the right to regulate the content of advertisements on its property, including but not limited to the interior and exterior of its vehicles, consistently with state, federal, and local laws and regulations.

MTD will make space on its property available for limited types of advertising (“Permitted Advertising”). By allowing limited types of advertising on or within its vehicles and property, MTD does not intend to create a public forum or designated public forum for public discourse or expressive activity, or to provide a forum for all types of advertisements.

1.03 Excluded Advertising

MTD will not accept for display on its property the types of advertising prohibited by these advertising policies. By not accepting Excluded Advertising, MTD can (a) maintain a professional advertising environment that maximizes advertising revenues and minimizes interference or disruption of the commercial and service aspects of its regional transit system; (b) maintain an image of neutrality on political and religious matters and other noncommercial issues that are the subject of public debate, advocacy, and concern; (c) protect passengers, employees, and MTD property from harm or damage that can result from individuals’ reactions to political or controversial materials; (d) help

build and retain transit ridership; and (e) maintain a safe and appropriate environment for all riders, including the minors MTD transports through its agreements with local schools.

1.04 Limits on Permitted Advertising

Certain Permitted Advertising is subject to reasonable limits. These limits enable MTD to (a) avoid subjecting its passengers and other members of the public to material that may discourage them from using MTD services; (b) maintain an image of professionalism and decorum and which is consistent with MTD's brand identity and reputation; (c) avoid displaying materials that are not suitable for viewing by minors who ride on MTD vehicles or whose neighborhoods are served by MTD vehicles; and (d) maximize revenues by attracting and maintaining ridership.

II. ADVERTISING POLICIES

2.01 Associated Materials

MTD reserves the right to review and consider content published on an advertiser's website or social media, other advertising content published by the advertiser, and other related material when determining whether an advertisement is consistent with the principles in these Advertising Policies.

For example, advertising that directs viewers to Internet addresses, social media, or telephone numbers that contain materials, images or information that would violate these advertising standards if the materials, images or information were contained in the advertising displayed or posted on MTD property will not be allowed.

2.02 Excluded Advertising

MTD will not accept the following advertising for display, posting, or placement on its property:

- (1) Advertising that does not comply with federal, state, or local laws and regulations.
- (2) Advertising containing copy and/or art which is profane, obscene, or sexually explicit.
- (3) Advertising for adult establishments which are not open to minors. This includes, but is not limited to, advertising that promotes or displays images associated with adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.
- (4) Copy and/or art which portrays violent acts or other graphic violence, including the depiction of bodies, body parts, and fetuses which are in states of mutilation, dismemberment, disfigurement, and/ or decomposition is not permitted.

- (5) Advertisements depicting weapons, ammunition, or explosives, or promoting the sale or use of the same. This includes advertisements for weapon modification accessories.
- (6) Advertising which MTD determines is disturbing or graphic, including but not limited to images of abused or neglected children or animals.
- (7) Advertising for tobacco, recreational or medical marijuana or cannabis products or devices (including CBD), liquor stores, and/or alcoholic beverages.
- (8) Illustrations or references which encourage persons to refrain from using safety precautions or which promote behavior, conduct, or products in violation of established public health standards.
- (9) Political or issues-based advertising of any kind. For the purposes of these Advertising Policies, political or issues based advertising includes, but is not limited to: (a) advertisements, posters, or other displays that promote or oppose candidates for appointment or elective offices; (b) political campaign material; (c) advertisements, posters, or other displays that promote or oppose ballot questions, initiatives, petitions, or referenda; (d) advertisements, posters, or other displays that promote, oppose, or otherwise directly relate to issues of public debate or economic, political, or social issues; and (e) advertisements that contain content that exploits controversial political or social issues for commercial purposes.
- (10) Religious advertising, including but not limited to religious messages, religious connotations, religious doctrines, religious symbols, language or symbols being used to proselytize or which may be perceived to proselytize to a particular religion, and invitations to attend a religious service, institution, or event. Advertisements by religious groups of a non-religious, purely community service nature (for example, a clothes drive for area students, or an advertisement for a community food pantry) may be permitted at the sole discretion of MTD.
- (11) Advertisements which discriminate or encourage discrimination against people based on personal attributes such as race, ethnicity, color, national origin, religion, age, sex, sexual orientation, gender identity, family status, disability, medical or genetic condition, or any other class protected by state, federal, or local law, or which are (or reasonably could be interpreted as being) disparaging, disreputable, or disrespectful to individuals in a protected class.
- (12) Advertisements affecting MTD's image or operation. MTD will not accept advertisements that threaten or adversely affect the public image of MTD or its services, MTD's ability to operate effectively, or MTD's ability to attract and maintain ridership.

2.03 Standards and Restrictions on Permitted Advertising

Permitted advertising is subject to the following limitations:

- (1) All commercial advertising must be truthful. False, deceptive or misleading commercial advertising is not permitted.
- (2) Advertisements may not contain implied or declared endorsement of any product or service by MTD, unless MTD has given prior written approval regarding the endorsement (for example, advertisements for a service, event, or program for which MTD is an official sponsor, co-sponsor, or participant).
- (3) Advertisements promoting contests must comply with all applicable laws and regulations. The contest sponsor must indemnify MTD from any claim or legal action against MTD involving any contest advertisement placed in MTD system.
- (4) If an advertisement contains a testimonial then, upon request, the sponsor shall provide to MTD documentation that the person making the testimonial has authorized its use in the advertisement. The sponsor shall indemnify MTD against any legal action by any person quoted or referred to in any testimonial advertisement placed in MTD system. Such indemnity shall be in the form and substance acceptable to MTD.
- (5) Commercial advertising offering premiums or gifts must not misstate their value.
- (6) Use of MTD graphics, explicit MTD references or representations, or indirect references to MTD in advertising require advance written approval by MTD.

2.04 Prohibitions on Literature or Product Distribution and Leafleting

MTD's purpose in operating a regional transit system is to meet the public's need for efficient, effective, and safe public transportation. MTD property and vehicles are not public forums for public discourse or expressive activity. Literature or product distributions, leafleting and similar activities can disrupt or delay passengers who are boarding and exiting vehicles, distract passengers, distract operators, cause maintenance issues, and otherwise create safety issues for passengers, operators and surrounding traffic.

Accordingly, political campaign activities, distribution of political or issues campaign literature, leafleting, and other informational or campaign activities are prohibited within MTD vehicles and on MTD property. On a limited basis and in conjunction with a "partnering" opportunity approved by MTD, MTD may allow an advertiser to distribute items on or within MTD vehicles or property. Any distribution of literature, leaflets, coupons, products, samples, or other items must be pre-approved by MTD and must comply strictly with terms and conditions established by MTD.

2.05 Other Permitted Advertising and Public Service Announcements

MTD may make advertising space available for advertising proposed by governmental entities, institutions, or tax-exempt nonprofit organizations (examples include but are not limited to advertisements focusing on personal health or wellness issues, or ads

informing the public about programs, services or events). Nonprofit entities must document their tax-exempt status. On a limited basis and at its discretion, MTD may make unpaid advertising space available for public service announcements or advertising related to mutually beneficial trade and sponsorship agreements.

Costs associated with the design, production, installation, and removal of public service announcements are the responsibility of the group or organization requesting the public service announcement. The advertising and public service announcements permitted under this section cannot contain displays or messages that qualify as Excluded Advertising under Section 2.02 and must comply with these Advertising Policies. Unless the source of the advertising or public service announcement is obvious from the content or copy, the advertisement or public service announcement must specifically identify the sponsor of the advertisement or the message.

2.06 Advertising Pricing and Space Availability

The price for placing advertising on MTD vehicles or property is governed by the contract(s) between MTD and its advertisers and/or contractor(s). MTD limits the amount of space on its vehicles and property available for advertising and does not represent that it can accommodate all requests for advertising space. Advertising space will be made available only on property designated by MTD. No advertising, signs and other types of postings or messages may be displayed, posted, or placed on any other MTD property.

2.07 Reservation of Rights

The MTD reserves the right to amend these Advertising Policies at any time. Revisions or amendments will be made in writing and provided to MTD's advertisers and contractor(s). Subject to any contractual obligations, MTD reserves the right to discontinue advertising on MTD vehicles and property and discontinue accepting advertising for display or posting on MTD vehicles or property. MTD reserves the right to limit the availability of advertising space on its vehicles and property and to remove advertising that does not comply with these Advertising Policies and, subject to any contractual obligations, reserves the right to display advertisements and notices on MTD vehicles and property that pertain to the operation of MTD transit services and operations and its own promotions.

III. APPEAL OF ADVERTISING DECISIONS

4.01 Initial Reviews

MTD will make initial decisions about accepting or rejecting proposed advertising. The decisions will be based on these Advertising Policies and will be made by the Managing Director or their designee. MTD staff may work with advertisers to resolve issues about

advertisements that do not comply with these Advertising Policies. Resolution may include modification of the art, copy or both.

4.02 Appeals

An advertiser may appeal a decision to reject or remove an advertisement by filing a written request with the Managing Director of MTD or their designee within ten (10) business days after the rejection or removal decision. The advertiser's request must state why the advertiser disagrees with the decision in light of MTD's Advertising Policies. The Managing Director or their designee will review the basis for the rejection or removal and will consider the advertiser's reasons for filing the request. The Managing Director or their designee will make a decision on the request and will notify the advertiser of their decision in writing within fifteen (15) business days after receiving the advertiser's request. The decision of the Managing Director or their designee is final.

These policies have been received and accepted by the Client/Advertising Agency:

Client Name _____ **Date** _____

Agency Representative (Print) _____

Title _____ **Signature** _____

CHAMPAIGN-URBANA MASS TRANSIT DISTRICT

I. TERMS AND CONDITIONS FOR ADVERTISING SERVICES

- A. Unless stated otherwise in the contract, client agrees to furnish print-ready artwork for approval, print production, and installation at least ten (10) business days before the intended installation date for standard exterior ads, three (3) business days for digital ads, and fifteen (15) business days for large format ads. All artwork for print advertising in the annual Maps & Schedules book must be received by June 1. The text and illustrations on the advertising artwork shall be subject to MTD's Advertising Policies and MTD's decision as to acceptability shall be final.
- B. Loss of service due to failure of the Client to furnish artwork for approval, production, and installation on the timeline stated in the contract shall be the Client's loss. The Client's failure to timely furnish artwork for all contracted vehicle spaces shall constitute a partial breach of contract and entitle MTD to offer the unused space to other interested parties. MTD will issue a credit to Client for prepaid space rental in an amount equal to fees received from others for the unused portion of Client's contract. Production fees are refundable on unused production services.
- C. Should Client's cards or posters be damaged, defaced, mutilated, or spoiled by reason of storm, flood, strikes, ordinary wear and tear, or any other cause, replacement cards or posters shall be furnished by the Client upon MTD's request, without liability or expense on the part of MTD.
- D. To the fullest extent allowed by law, Client shall indemnify, defend, and save harmless MTD against any and all claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, and including the cost of defending same including costs and attorney's fees, of or by anyone whomsoever, in any way resulting from or arising out of the operations of the Client or the Client's employees or subcontractors and acts or omissions of employees or agents of Client, unless caused solely by MTD, its officers or employees.

Client shall indemnify and save harmless MTD against any liability to which MTD may be subjected by reason of the advertising material displayed under this contract, including but not limited to liability for infringements of trademarks, trade names, copyrights, invasion of privacy rights, defamation, illegal competition or trade practices, as well as including all costs and attorney's fees incurred in defending such action.

- E. Loss of service due to strike, lockout, fire, flood, riot or other causes beyond the control of MTD shall not constitute breach of this agreement, but in such event, Client shall be entitled to a pro rata credit for such loss or, at the option of the MTD, additional service or an extension of the term of service equivalent to the service lost.

- F. In the event of an accident involving an MTD vehicle which results in the vehicle being taken out of service, extensions or credits to the advertising contract may be available.
 - a. If a vehicle is out of service for less than 72 hours, no extension or credit will be granted.
 - b. If the vehicle is out of service for more than 72 hours but less than a month, MTD will contact Client immediately and offer the option to extend the contract equal to the number of days the vehicle was out of service, or, if the advertisement is time-sensitive, MTD will credit the account for the number of days the vehicle was out of service.
 - c. If the vehicle will be out of service more than one-month:
 - i. standard format ads (kings, queens, and tail panels) will be reprinted by MTD and installed on a new coach at no cost to the client.
 - ii. large format ads (kongs and wraps) will be offered an extension equal to the number of days out of service, or credits if the advertisement is time-sensitive.

- G. Client's artwork and materials must meet all MTD Advertising Policies and Terms and Conditions for Production, Installation, and Removal. MTD reserves the right to reject or remove any advertising which it deems not to be in full compliance with these guidelines. It is the responsibility of the Client to review artwork with MTD prior to production to ensure compliance.

- H. This contract is subject to all Federal, State, and municipal laws and regulations with respect to the advertising matter to be displayed. In the event such advertising becomes illegal, MTD reserves the right to terminate same, and the Client shall receive a pro rata credit from the date of removal of such advertisement.

- I. Payment of one-time production, installation, and removal (PIR) fees and conditions for cancellations:
 - 1. Production, installation, and removal are coordinated by MTD. Upon receipt of a signed contract and approved artwork, MTD will bill the Client for production fees, which are to be paid prior to installation, unless otherwise agreed upon and stated in the contract.
 - 2. Payments for PIR fees that exceed \$1,000 may be spread out over half the life of the contract at Client's election (e.g. a \$6,000 wrap production for a 12-month contract could be spread out over the first 6 months at \$1000/month plus the monthly rental fees). Such arrangement must be discussed with MTD and agreed upon in advance in writing.
 - 3. Contracts that are cancelled must pay all outstanding rental fees AND remaining production fees upon notice of cancellation. Thirty (30) days' notice must be provided for cancellations and rental fees for that month paid at the time of notice.

4. As production costs will be negotiated at a bulk rate with MTD's vendor, MTD will handle all PIR directly and all the costs will be billed to the Client by MTD.

J. Termination/Cancellation:

- a. This contract may not be terminated by Client in the first six months, or until all production fees and outstanding invoices have been paid in full. After this period, Client may cancel the contract without prejudice after completion of any month's service by giving at least thirty (30) days written notice to MTD.
 - b. MTD may terminate this contract at any time with thirty (30) days written notice to Client.
 - c. In the event that any of the provisions of this Contract are violated by the Client, its agents, or employees, or MTD reasonably believes such violation is likely, MTD may serve notice upon the Client of intention to terminate unless certain remedial actions are taken. Unless within five (5) calendar days after the serving of such notice upon the Client such violation shall cease and/or arrangements satisfactory to MTD for correction be made, the Contract shall upon expiration of said five (5) calendar days cease and terminate with no further notice. In the event such default poses a risk or threat to public safety or welfare, MTD may terminate the contract immediately by sending written notice to the Client.
 - d. Upon termination of this agreement for any reason, all advertising done hereunder, including short term rates or other unpaid charges under this contract, shall become immediately due and payable. In the event of a breach of this agreement, MTD shall be discharged from any obligation to continue to display the Client's copy. MTD shall not be responsible for interior advertising materials not reclaimed by the Client within ten (10) days after expiration of the contract. MTD shall not be responsible for the return of any exterior advertising materials already mounted (i.e. pasted or similarly affixed to panels owned by MTD).
- K. Client shall be responsible for all costs incurred by MTD to enforce any provision of this Contract and/or to remedy any Client default or breach of this Contract, including, in the event of suit for collection of unpaid accounts, all costs of suit, including reasonable attorney's fees.
- L. No waiver of any term or condition of MTD's advertising service or agreement, including acceptance of late payment, shall be construed as a waiver of any other term or condition, including timeliness of payment.
- M. This Contract is not assignable by the Client without advance written permission from MTD.

- N. This contract consists of the Order Summary, MTD's Advertising Policies, the Terms and Conditions for Advertising Services, and the Terms and Conditions for Installation, Removal, and Materials. No other representation or assurance, verbal or written, shall affect or alter the obligation of either party hereto. The contract becomes effective when executed by both parties and contains the full agreement of the parties.
- O. Any bill rendered to the agency and/or Client shall be conclusive as to the correctness of the items therein set forth and shall constitute an account stated unless written objection is made thereto by the agency and/or Client within thirty (30) days from the rendering thereof.
- P. Contracts with rental fees of \$500 or less will be billed upfront along with initial PIR fees. Contracts above \$500 will be billed monthly, unless otherwise agreed upon and stated in writing.

II. TERMS AND CONDITIONS FOR INSTALLATION, REMOVAL, AND MATERIALS

- A. All artwork must be approved by MTD prior to print and installation.
- B. All advertisements will be contracted for a maximum of 24 months, unless Client agrees at the expiration of the contract to replace existing artwork with new materials in order to maintain the quality of the advertisement and minimize potential paint damage upon removal.
- C. The following standards apply to installation, design, and materials of advertisements. Any exceptions must receive written approval from MTD in the advertising contract prior to production and installation.:
 - 1. Exterior advertising must be sized appropriately for the contracted space and will be applied using vinyl that is 3M Controltac Plus.
 - 2. Interior ads for contracts of one month may be printed on heavy duty, non-glossy cardstock in 130# cardstock or equivalent. Contracts over one month must utilize flexible vinyl/plastic signage to allow for long-term durability and sanitation efforts. (All interior ads are sized at 17" wide x 11" tall).
 - 3. Kiosk art must be provided in JPG format using 300 DPI resolution. (Kiosk art must be provided in two sizes: Length x Height: 1080p x 480p and/or 540p x 1080p)
 - 4. All advertisements must be provided in the appropriate formatting and sizing in order to be produced and installed.
 - 5. Upon approval of artwork, the materials will be sent for production by MTD. Once delivered, installation will be provided by MTD within seven service days of receipt. Installations occurring later than seven service days of receipt and after the contract date will qualify for an extension of the contract by an equal number of days, should the Client elect such an

extension. Prorated refunds in the event of an installation delay beyond seven service days will only be applied if the advertisement is time-sensitive and MTD was at fault for the delay.

6. On buses, advertising material may not be placed:
 - a. On the front windows and front door.
 - b. On the curbside first window after the entrance door and the driver's streetside window, which is to be left clear of any vinyl.
 - c. Over air/exhaust vents such that the air cannot pass through the material.
 - d. Over bi-parting service doors, unless the material is cut to allow the opening of such doors.
 - e. Over mechanical access panels, unless the material is cut to allow opening of such panels.
 - f. Over emergency lights, door lights, fog lights or headlights.
 - g. Over vehicle numbers, disability logos, and notices/safety signs. Those items may be recreated in contrasting colors for visibility and placed over the advertising artwork in the same location. The quantity and locations of the required stickers for individual vehicles must be verified by an MTD representative prior to design and installation of advertising materials as the fleet is not consistent for these notices and each vehicle model and type will vary.
 - h. On front, side and rear destination signs. They must always be clear and never covered with advertising.
 - i. Over any portion of a vehicle in a manner that interferes with the safe operation of the vehicle.
7. On vans, advertising:
 - a. Should not include full wraps.
 - b. Partial wraps may cover the streetside and rear only.
 - c. Partial wraps will be evaluated on a case-by-case basis, with consideration to ADA needs being priority.
 - d. Should always retain MTD branding in the original location on all vans.
8. Restricted elements may vary for different vehicle models, which should be considered with each individual design. Compliance must be verified with MTD prior to approval and installation.

- 9. All vehicle numbers must always be visible in a high-contrasting color on all of their original placement spaces. The Client shall bear the cost of maintaining the vehicle number on the design.
- 10. The designs for large format ads will be such that they minimize the amount of window space covered by the advertising message. An advertisement may cover no more than 50% of any window without prior approval. Perforated vinyl (50/50) must be utilized on all windows unless contour cutting is necessary, which must remain within the 50% coverage limit for the applied surface area.
- 11. Perforated wrapped or direct application material placed on a window must have a clear film placed over the perforated material. Such clear film must be of the same manufacture of the underlying wrap or direct application material and comply with the manufacturer's requirements. The Supplier of the wrap and direct application materials must meet all of the requirements of and be certified by the material manufacturer with regards to printing and installation in order to realize material manufacturer's warranty.
- 12. Additional details regarding specifications and guidelines will be provided in the Order Summary

These policies have been received and accepted by the Client/Advertising Agency:

Client Name_____ **Date**_____

Agency Representative (Print)_____

Title_____ **Signature**_____