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Introduction

The Big Blue Bus (BBB) handles exterior advertising sales for the Culver CityBus (CCB) as well as its own fleet. The two agencies combined operate roughly 250 buses throughout the Westside section of Los Angeles. Generally, we do an 85-15 split: 85% of the art will be posted on a BBB and 15% will go on a CCB.



About Big Blue Bus

The Big Blue Bus is a City of Santa Monica department, governed by Santa Monica's City Council. BBB's service area spans more than 51 square miles of greater Los Angeles and its buses provide rides to more than 70,000 people daily and 20 million people each year.

Serving Santa Monica and the Los Angeles area since 1928, the Big Blue Bus is an industry leader in sustainable transit operations. Its fleet is comprised of 200 vehicles powered by alternative fuels include LNG, CNG and electric-gas hybrids, and its facilities and staff employ eco-friendly materials and practices.

Service is funded via farebox revenues and a variety of county, state and federal subsidies. No monies from the City's general fund are used by the Big Blue Bus.

About Culver CityBus

Founded in 1928 around the same time as the Big Blue Bus (BBB), Culver CityBus is the second oldest municipally owned bus line in California.

Culver CityBus has a service area of approximately 25.5 square miles which includes in Westside communities of Venice, Westchester, Westwood, West Los Angeles, Palms, Marina Del Rey, Mar Vista, Century City, and Culver City.

Providing rides to over 6 million riders annually, Culver CityBus operates seven routes with a fleet comprised of 52 compressed natural gas (CNG) buses.





What to do next?

The Big Blue Bus offers the most extensive outdoor (OOH) advertising inventory covering Santa Monica and LA's Westside.

By advertising with us, your messaging will be showcased on both the Big Blue Bus and the Culver CityBus (CCB) fleet and circulating through a jobs-rich service area that is over 75 square miles.

The Big Blue Bus and Culver CityBus's combined service areas include:

- Job hubs (Downtown Santa Monica, Los Angeles, and Culver City; the Santa Monica Water Garden & Colorado Center; Westwood; three major hospitals; Century City);
- Colleges (UCLA, Santa Monica College, West LA College, Loyola Marymount University, and LA Trade Tech College);
- Shopping Centers (Santa Monica Place, Third Street Promenade, Westfield Century City, Westside Pavilion, Westfield Culver City, 7th & Figueroa);
- Beaches (Santa Monica, Venice & Marina Del Rey);
- Exclusive Westside communities (Pacific Palisades, Rancho Park, Beverly Hills, and more)

Many of our routes travel along major corridors that are well-travelled by motorists and pedestrians.

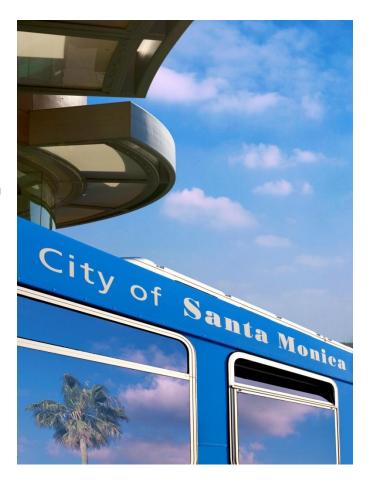
How Can I Get Started?

Before contacting our advertising sales team, we ask that you make sure you have reviewed the following information available in this media kit:

- Information on advertising, including our sample Master Sales Agreement*
- Information on different locations
- Art specification sheets on: King, Queen and Tails
- Advertising Policy

Any inquires and additional questions can be directed to our exceptional team. We look forward to hearing from you.

 Via email: <u>advertising@bigbluebus.com</u> or by phone at 310-451-5444 and ask to speak with the advertising sales team.









* All first-time buyers will be required to complete a Masters Sales Agreement (MSA). The MSA is a legally-binding document that must be signed by the party who is financially responsible for paying for the ad. The Santa Monica city attorney, city manager, and city clerk will sign this document as well. The process takes roughly 3





weeks to complete

Santa Monica Big Blue Bus Fact Sheet big blue bus

Santa Monica's Big Blue Bus:

Passengers Per Year More than 19 million

Passengers Per Day 70,000
Bus Fleet 187
Number of Bus Routes 14

Service Area 51.4 sq. miles **Hours of Operations** 4:30A to 12:49A

Source: 2003 NTD Report

Communities Served

Santa Monica, Pacific Palisades, Brentwood, Westwood, Century City, Cheviot Hills, Rancho Park, Westdale, Palms, Mar Vista, Westchester/LAX, Marina Del Rey, Venice and Downtown Los Angeles

Big Blue Bus Website: www.BigBlueBus.com

City of Santa Monica:

Population 91,812 (2012 estimate)

Sex Male – 49.2% and Female – 51.8%

Race Caucasian-77%, Latino-13%, Asian American-9%, African American- 4%, Other- 4%

Marital Status 62% Single and 38% Married

HHI 14% (\$15K-\$34K), 9% (\$35K-\$49K),

15% (\$50K-\$74K), 11% (\$75K-\$99K), 16% (\$100K-\$149K), 21% (\$150K+)

 Median HHI
 \$72,271

 Total number of firms
 23,259

 Retail sales (2007)
 \$4,944,710

Source: U.S. Census Bureau QuickFacts, American FactFinder 2008-2012 American Community Survey 5-Year Estimates







Culver CityBus Fact Sheet



Founded on March 3, 1928, Culver CityBus is the second oldest municipally owned bus line in California.

- Operates seven routes serving over 5 million passengers annually with a service area encompassing 25.5 square miles, which includes the Westside communities of Venice, Westchester, Westwood, West Los Angeles, Palms, Marina del Rey, Mar Vista, Century City, and Culver City.
- Hours of operation: approximately 5:20 a.m. 12:39 p.m. on weekdays; 5:40 a.m. 11:56 p.m. on weekends

Fare Structure

<u>Cash Fare</u>			EZ Transit Pass (Mo	onthly)
ADULT (Base)	\$1.00		ADULT	\$84
STUDENT (K-12)	75¢		STUDENT	\$84
SENIOR (62+ Years)	35¢		SENIOR	\$35
DISABLED	35¢		DISABLED	\$35
BLIND	Free		MEDICARE	\$35
<u>Local Transfers</u>	Inter-Agency Transfers			
ADULT (Base) 25¢	ADULT (Base)	40¢		
STUDENT (K-12)25¢	STUDENT (K-12) SENIOR	40¢		
	(62+ Years)			
DISABLED 35¢	DISABLED	35¢		

Awards and Recognition:

- Recognized as the Nation's Safest Public Transit System by APTA (2002)
- Rankled 7th in the Nation among 100 Best Fleets in North America (2005, 2006, 2010)
- Named one of North America's 100
 Best Fleets every year since 2006
- Ranked 5th in the Nation among 100 Best Fleets in North America (2009)
- Certified Green Model Shop by State of California
- NGV Achievement Award Winner Best Green Fleet in North America (2009)









Where will your ad be seen?

Together, Big Blue Bus and Culver CityBus cover 143 square miles of LA's most densely populated area

By advertising with us, your messaging will be showcased on both the Big Blue Bus and the Culver CityBus (CCB) fleet and circulating through a jobs-rich service area that is over 75 square miles.

The Big Blue Bus and Culver CityBus's combined service area includes:

- Job hubs (Downtown Santa Monica, Los Angeles, and Culver City; the Santa Monica Water Garden & Colorado Centre; Westwood; three major hospitals, Century City);
- Colleges (UCLA, Santa Monica College, West LA College, Loyola Marymount University, and LA Trade Tech College);
- Shopping Centers (Santa Monica Place, Third Street Promenade, Westfield Century City, Westside Pavilion, Westfield Culver City, 7th & Figueroa);
- Beaches (Santa Monica, Venice & Marina Del Rey);
- Exclusive Westside communities (Pacific Palisades, Rancho Park, Beverly Hills, and more)

Many of our routes travel along major corridors that are well-travelled by motorists and pedestrians.







Big Blue Bus & Culver CityBus System Maps



About the Communities We Serve



Mature | Educated | Upscale | Family-Friendly



BBB DEMOGRAPHIC TRANSIT

3 Total Bus Lines

2 Total Timepoints

AVG. HOUSEHOLD INCOME

\$112,927



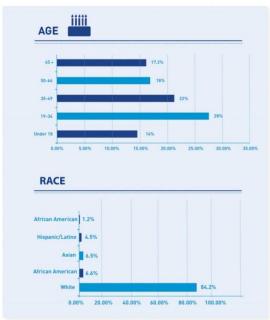
AVG. COMMUTE TIME

23.9 minutes

LANGUAGES

71% English 17% Spanish







Contact us: Advertising@bigbluebus.com

or 310-451-5444







Movies | Middle Class | Communications



BBB DEMOGRAPHIC TRANSIT

5 Total Bus Lines



2 Total Timepoints



AVG. HOUSEHOLD INCOME

\$76,182



MAJOR EMPLOYERS

1. Sony Pictures Entertainmet	6,000
2. Goldrich \$ Kest Industries	1,100
3. Culver City Unified School District	1,084
4. Brotman Medical Center	860
5. City of Culver City	650

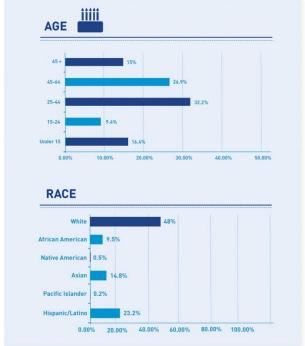
GENDER

52.1% Female **47.9%** Male



COMMUTE MODE

sov	78.3%	
Carpool	7.1%	
Transit	3.2%	
Walk	1.4%	×
Teleworking	7.3%	
Other	2.7%	







Financial Center | Government Center | Diverse



BBB DEMOGRAPHIC TRANSIT

Total Bus Lines

0 0

Total Timepoints



AVG. HOUSEHOLD INCOME

\$98,700

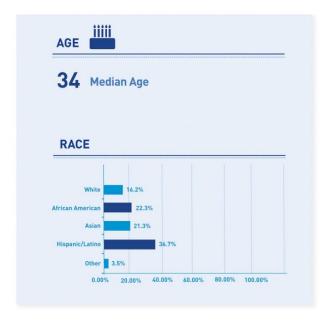


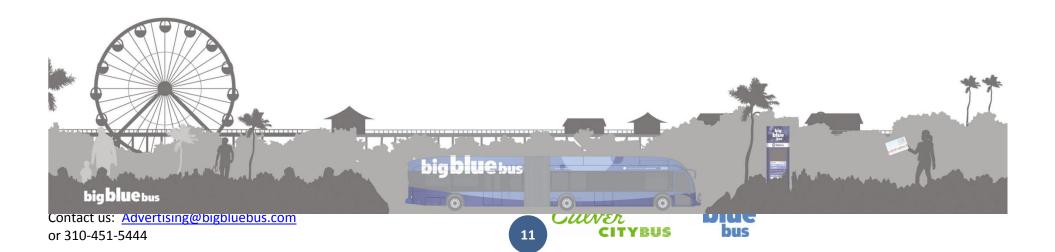
MAJOR EMPLOYERS

1. City of Los Angeles4,0002. County of Los Angeles3,5003. State of California1,5004. Southern California Gas Company1,0005. AT&T1,000

GENDER

63% Female \$\frac{1}{2}\$





MARINA DEL REY

Marina | Harbor | Mature | Beach Community



BBB DEMOGRAPHIC TRANSIT

2 Total Bus Lines

Total Timepoints



AVG. HOUSEHOLD INCOME

\$91,218



Unemployment Rate

7.2%



COMMUTE MODE

 SOV
 77.3% ★

 Carpool
 4.6% ←

 Transit
 0.8% ★

 Walk
 1% ★

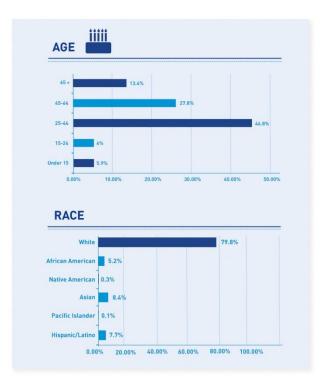
 Teleworking
 13.9% □

 Other
 2.3% □

GENDER

49.1% Female **50.9%** Male









Residential | Upscale | Green | Bluffs | Oceanview



BBB DEMOGRAPHIC TRANSIT

7 Total Bus Lines

3 Total Timepoints



AVG. HOUSEHOLD INCOME

\$158,381



Unemployment Rate

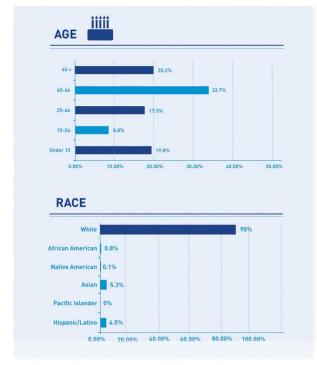
12.7%

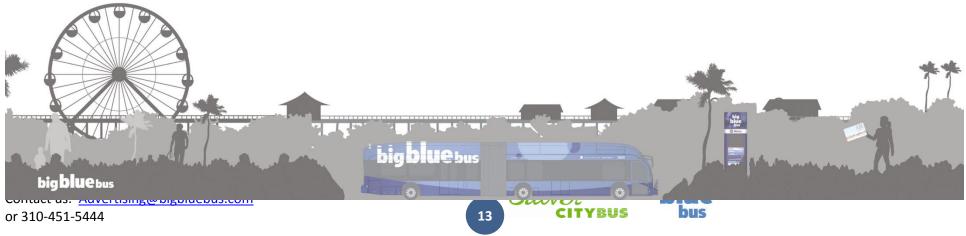


GENDER

52.4% Female 47.6% Male







PALMS

Diverse | Middle Class | Young



BBB DEMOGRAPHIC TRANSIT

3 Total Bus Lines



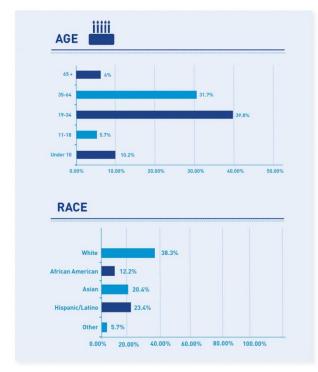
1 Total Timepoints

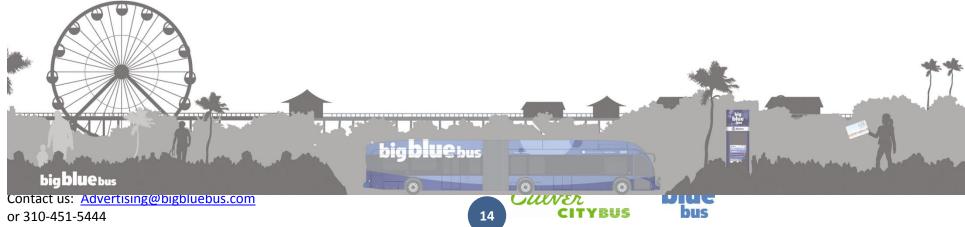


AVG. HOUSEHOLD INCOME

\$50,684









Beachfront | Employment Center | Affluent | Tourists | Walkable



BBB DEMOGRAPHIC TRANSIT

14 Total Bus Lines



20 Total Timepoints



AVG. HOUSEHOLD INCOME

\$71,400



Unemployment Rate

7.8%

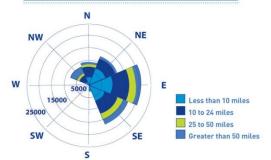


GENDER

51.8% Female 48.2% Male



Job Counts by Distance/Direction in 2011 All Workers



MAJOR EMPLOYERS

City of Santa Monica Santa Monica-UCLA Hospital Santa Monica College St. John's Hospital Medical Center Santa Monica-Malibu United School District

AVG. COMMUTE TIME



25.8 minutes

LANGUAGES

72% English 9% Spanish

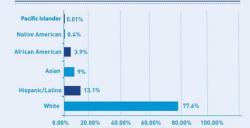
COLLEGES

Santa Monica College University of Santa Monica The Art Institute of California-Los Angeles

COMMUTE MODE

SOV	72.8% 🗪
Carpool	4.3%
Transit	4%
Walk	5.1% ★
Other	3.7%
Teleworking	10.1% 💻







big blue bus Contact us: Advertising@bigbluebus.com

or 310-451-5444

GULVER **CITYBUS** 15



VENICE

Beach Community | Diverse | Happening



BBB DEMOGRAPHIC TRANSIT

Total Bus Lines

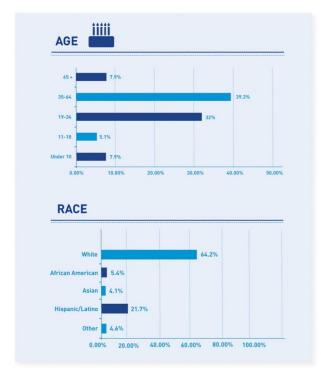
2 Total Timepoints

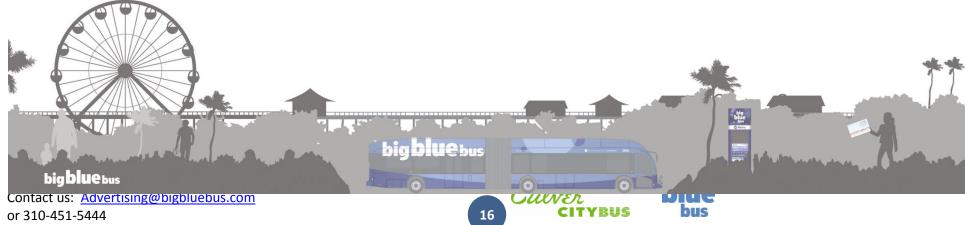


AVG. HOUSEHOLD INCOME

\$67,647









Diverse | Middle Class | Retail Hub



BBB DEMOGRAPHIC TRANSIT

6

Total Bus Lines



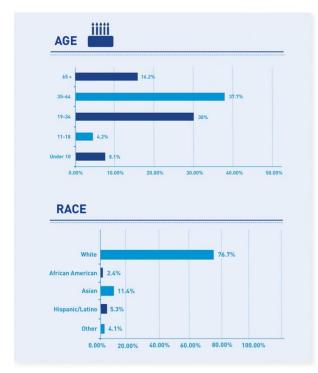
5 Total Timepoints

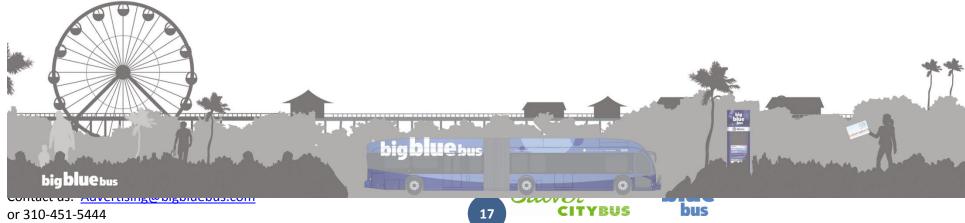


AVG. HOUSEHOLD INCOME

\$86,403









Young | Diverse | Collegiate | Educated | Walkable



BBB DEMOGRAPHIC TRANSIT

7 Total Bus Lines

0-0-

3 Total Timepoints



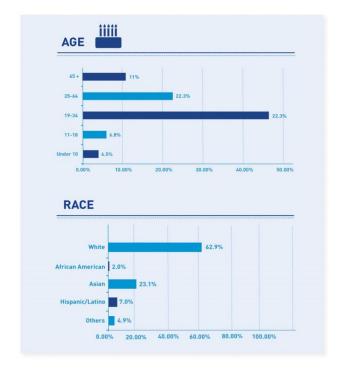
AVG. HOUSEHOLD INCOME

\$68,716



MAJOR EMPLOYERS

40,000
8,500
3,500
1,200





Contact us: Advertising@bigbluebus.com

or 310-451-5444





Placement Options & Rate Card

2014 Rate Card

Transit Agencies: Santa Monica Big Blue Bus and Culver CityBus

Markets: Santa Monica/Culver City/Greater LA's Westside

(Rates subject to change without notice)

Unit type	Dimensions	Per unit, per four week showing (4 to 25 weeks)	Gross Impressions per unit per four week showing*
Bus King	30" H x 144"W	\$ 1,100	128,275
Jumbo Queen	30" H x 88" W	\$ 700	85,525
Taillight Displays	21" H x 70" W	\$ 325	91,725
Bike Rack	17 1/4" H x 31 3/4" W	\$ 200	
Interior Car Cards	11" High x 28" Wide	\$ 4,200 (all 200 BBBs)	
Ultra Super Kings	TBD	\$ 2,500	Not available/new format
Paramount Backs (Exterior Full Backs)	Available upon request	\$ 2,200	91,700
Holiday Full Wrap	Available upon request	\$ 25,000	

^{*}Gross impressions data based off 2011 study and 2000 Census Data.

How to Buy?

Showing Level	#25	#50	#75	#100	#125	#150	#175	#200	#225
Unit Buy	40	80	120	160	200	240	280	320	360

NOTES

- Rates are shown in NET, and include installation fees for first posting.
- Rate shown at a minimum 4 week buy; we will pro-rate for an extended showing.
- 40 unit minimum purchase; special showing only available after whole showing levels are sold out.
- Clients must manufacture ads at their own expense and arrange for delivery to our installer
- All clients must have a Master Sales Agreement signed, executed and on file with City of Santa Monica prior to installation.
- Cancellation: Within 60 days, or 10% of agreed upon fee.





Contact us: Advertising@bigbluebus.com or 310-451-5444

2012 Gross Impressions

Market Profile: Santa Monica and the Westside of Los Angeles

Population 18+: 766,000

			В	ased on a 4	week buy				
				Bus Kii	ngs				
Showing	#25	#50	#75	#100	#125	#150	#175	200	225
No. of Units	40	80	120	160	200	240	280	320	360
Reach	83.3%	90.0%	92.6%	94.1%	95.0%	95.6%	96.1%	96.5%	96.8%
Frequency	8.0	14.9	21.7	28.5	35.3	42	48.8	55.5	62.3
Gross Impressions	5,131,000	10,263,000	15,394,000	20,525,000	25,657,000	30,788,000	35,919,000	41,050,000	46,182,000

Taillight Displays						
Showing	#25	#50	#75	#100		
No. of Units	40	80	120	160		
Reach	78.9%	87.1%	90.5%	92.3%		
Frequency	6.1	11.0	15.9	20.7		
Gross Impressions	3,669,000	7,338,000	11,007,000	14,676,000		

Full Back Tails						
Showing	Special	Special	Special			
No. of						
Units	5	10	15			
Reach	36.1%	52.0%	61.1%			
Frequency	1.7	2.3	2.9			
Gross Impressions	277,000	917,000	1,376,000			

Jumbo Queens					
Showing	#25	#50			
No. of Units	40	80			
Reach	77.9%	86.5			
Frequency	5.7	10.3			
Gross Impressions	3,421,000	6,842,000			

Source: Census 2000

Purchasing & Cancellation Policy

Minimum advertising buy: 40 units over four weeks.

Cancellation: Advertisers who cancel within 60 days of the start of the flight will incur a 10% penalty.

Insertion Orders: The Big Blue Bus cannot post your ad without a signed insertion order.

Contact us: Advertising@bigbluebus.com

or 310-451-5444





Material Due Date: 2 weeks prior to posting.

Holds: The Big Blue Bus reserves the right to cancel hold at any time up until an insertion order is in place. The right to cancel is at the sole discretion of the Big Blue Bus.

Options: To guarantee space on the BBB and CCB while waiting for approval from a client, the Big Blue Bus offers advertising brokers the ability to purchase an option. By placing a refundable deposit, the Big Blue Bus will guarantee to hold the space for up to 90 days.



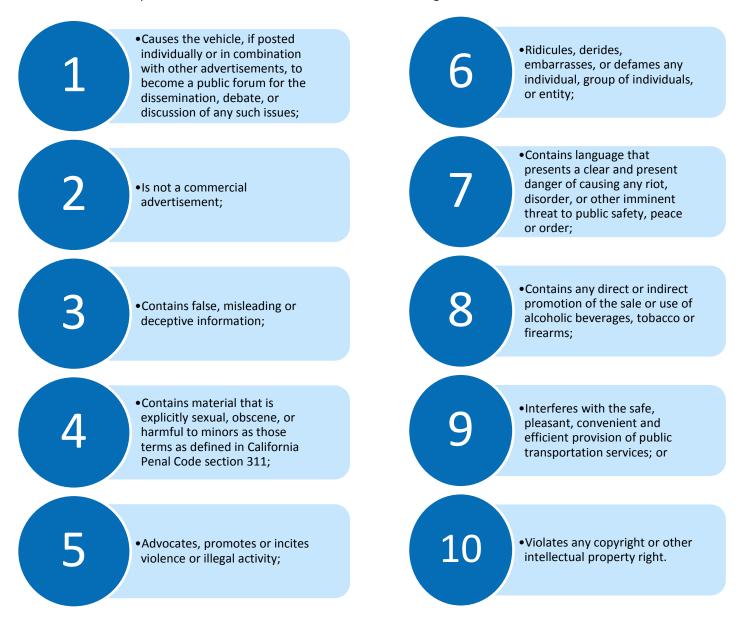




Advertising Guidelines

BBB only licenses advertising space for commercial advertisements. A commercial advertisement has as its primary purpose the promotion of a product for sale or a service for hire by the public generally. BBB cannot license advertising space for any prohibited advertisements.

An advertisement is prohibited if it meets one or more of the following criteria:



The City may change these advertising guidelines at any time and without notice to the Advertiser. Advertisers may contact BBB's Advertising Coordinator to obtain the current advertising guidelines.

Contact us: Advertising@bigbluebus.com

or 310-451-5444





Sample Master Sales Agreement (MSA)

All advertisers must have a Master Sales Agreement (MSA) signed and on file with the City of Santa Monica City Clerk. The MSA is a legally binding document which must be signed by the financially responsible party, as well as by the city of Santa Monica city attorney, city manager, and city clerk. The MSA must be renewed every three years. It takes roughly to 3 weeks to complete the MSA.

You will find a sample MSA in the Appendix.





Art Specifications

Outlined below are the specifications for our King Size, Queen Size and Tail Light Bus display specifications.

King Size Bus Display Specifications

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• Dimensions/Live Area: 30" High x 144" Wide Illustrator EPS or AI files (outline all fonts)

Create Actual Size:

- Quark or InDesign files (include all fonts and images)
- *All portions of the ad outside of the live copy area are subject to trimming based on bus configuration
- Add crop marks for artwork that includes a bleed

Printing/Materials /Substrates, etc:

- *If artwork is printed in two sections registration marks are needed in the top and bottom of both sections to insure correct placement
- Sheets are overlapped "left on right" (left overlapping the right by ¼")
- 1/2 inch overlap is unprinted and unvarnished
- Copy bleeds to edge on all four sides.

^{*}Kings may also be printed in one piece, depending on print shop capabilities

Substrate:	 3M IJ36-20, IJ 3555, IJ46-20, 8652C or 8655C with 8508 or 8509 OL or UV clearcoat Flex Con Busmark 5800 or 5820 with 5020L OL or UV clearcoat Avery MPI Transit Vinyl or SX Transit Vinyl with DOL 1000 or 2000 Series OL or UV clearcoat General Formulations Metromark NTC or TC Vinyl with Concept 100 Series OL or UV clearcoat Mac Tac JDT 429 Digitrans with LF 6500 OL or MACAL 8100R or UV clearcoat
Inks:	Weatherproof/waterproof with UV protection

Finishing: UV or conventional clear coat in compliance with product bulletin specifications

Overage: 10% overage is required per four week period.

of substrate and ink manufacturers

Thickness: 4 mil thick vinyl

Deliver to: J. Perez Associations, Inc.

11837 E Smith Ave, Santa Fe Springs, CA 90670







Queens Art Specification Sheet

_	2	00	
•			 м

Dimensions: 30" High x 88" Wide

• Live Area: 27" High x 85" Wide

Create Actual Size:

- Illustrator EPS or AI files (outline all fonts)
- Quark or InDesign files (include all fonts and images)
- *All portions of the ad outside of the live copy area are subject to trimming based on bus configuration
- Add crop marks for artwork that includes a bleed
- 3M IJ36-20, IJ 3555, IJ46-20, 8652C or 8655C with 8508 or 8509 OL or UV clearcoat
- Flex Con Busmark 5800 or 5820 with 5020L OL or UV clearcoat

Substrate:

- Avery MPI Transit Vinyl or SX Transit Vinyl with DOL 1000 or 2000 Series OL or UV clearcoat
- General Formulations Metromark NTC or TC Vinyl with Concept 100 Series OL or UV clearcoat
- Mac Tac JDT 429 Digitrans with LF 6500 OL or MACAL 8100R or UV clearcoat

Inks: Weatherproof/waterproof with UV protection

UV or conventional clear coat in compliance with product bulletin specifications Finishing:

of substrate and ink manufacturers

10% overage is required per four week period. Overage:

Thickness: 4 mil thick vinyl

J. Perez Associations, Inc.

11837 E Smith Ave, Santa Fe Springs, CA 90670 Deliver to:

Attn: Maria 562.801.5397





Contact us: Advertising@bigbluebus.com

or 310-451-5444





Tails Art Specification Sheet

Create Actual Size:	 300 DPI Dimensions: 21" High x 70" Wide Live Area: 19" High x 67" Wide Illustrator EPS or AI files (outline all fonts) Quark or InDesign files (include all fonts and images) *All portions of the ad outside of the live copy area are subject to trimming based on bus configuration Add crop marks for artwork that includes a bleed
Substrate:	 3M IJ36-20, IJ 3555, IJ46-20, 8652C or 8655C with 8508 or 8509 OL or UV clearcoat Flex Con Busmark 5800 or 5820 with 5020L OL or UV clearcoat Avery MPI Transit Vinyl or SX Transit Vinyl with DOL 1000 or 2000 Series OL or UV clearcoat General Formulations Metromark NTC or TC Vinyl with Concept 100 Series OL or UV clearcoat Mac Tac JDT 429 Digitrans with LF 6500 OL or MACAL 8100R or UV clearcoat
Inks:	Weatherproof/waterproof with UV protection
Finishing:	UV or conventional clear coat in compliance with product bulletin specifications of substrate and ink manufacturers
Overage:	10% overage is required per four week period.
Thickness:	4 mil thick vinyl
Deliver to:	J. Perez Associations, Inc. 11837 E Smith Ave, Santa Fe Springs, CA 90670 Attn: Maria 562.801.5397







Sample proofs of performance photos

Below are some examples of previous advertisements. For downloads, visit www.bigbluebus.com/advertising/





Tails (21" x 70")





Kings (30" x 144")





Queens (30" x 144")





Contact us: <u>Advertising@bigbluebus.com</u> or 310-451-5444

Contact Information

Any inquires and additional questions can be directed to our exceptional team. We look forward to hearing from you.

Via email: advertising@bigbluebus.com or by phone at 310-451-5444 and ask t speak with the advertising sales team.









Master Sales Agreement (sample)

MASTER SALES AGREEMENT

This Master Sales Agreement ("Master Agreement"), entered into this _	day of
, ("Execution Date"), by and between the City of Santa	Monica ("City")
and NAME OF ADVERTISER. ("Advertiser"), is made with reference to the	ne following:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. Advertiser is qualified to do business, and is doing business, in the State of California.
- C. The City and Advertiser desire to enter into an agreement for City to license advertising space on the City's Big Blue Buses and on other transit buses to Advertiser upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

TERMS AND CONDITIONS

- 1. **Term.** This Master Agreement commences on the Execution Date, and terminates on XXXXX, **2017** ("Termination Date"). No Advertising Insertion Order ("Order") may extend beyond the Termination Date.
- 2. Sale of Advertising Space. Subject to the terms and conditions contained herein, the City agrees to sell available advertising space to Advertiser. At any time after the Execution Date, Advertiser may purchase available advertising space by submitting to the City a completed Order, in the form attached hereto as Exhibit A or as later amended by City.
- 3. Advertising Insertion Orders. Advertiser must provide the City's Advertising Coordinator with the requested start date, end date, and number and type of advertisements to determine if the City has available advertising inventory. If the City has available advertising inventory, the Advertising Coordinator will complete an Order and forward the Order to Advertiser. Advertiser must sign and return the Order to the Advertising Coordinator to reserve the advertising inventory for the Order.
- 4. Installation of Advertising Media.

- 4.1. Thirty days prior to the start date indicated on an Order, Advertiser must submit a digital image (in .jpeg format) of the creative for the Order ("Creative"). The Advertising Coordinator will review the Creative for compliance with the City's advertising guidelines ("Guidelines"). If the Creative complies with the Guidelines, the Advertising Coordinator will acknowledge receipt of the Creative; if it does not comply, the Advertising Coordinator will inform Advertiser why the Creative is not in compliance.
- 4.2. Fourteen days prior to the start date indicated on the Order, Advertiser must provide the final advertising media ("Media") to the City's designee for posting. Any delay in the receipt of the Media may result in a delay in the start date for the Order.
- 4.3. The City will cause all Media to be installed within three days of the start date indicated on each Order. Upon complete installation, the Advertising Coordinator will send Advertiser a posting complete notice, location list and photographs of installed Media.
- 5. **Compensation.** City will invoice Advertiser within 30 days of the start date on each Order. Advertiser must pay the City for advertising space in accordance with each Order.
- 6. **Notices.** All notices, demands, requests or approvals to be given under this Master Agreement must be given in writing and will conclusively be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:
 - 6.1. All notices, demands, requests or approvals from Advertiser to City must be addressed to City at:

Big Blue Bus
City of Santa Monica
1660 7th Street
Santa Monica, California 90401

Attn.: Transit Government & Community Relations Officer

with a copy to:

Santa Monica City Attorney's Office 1685 Main Street, Room 310 Santa Monica, California 90401

Attn.: City Attorney

6.2. All notices, demands, requests or approvals from City to Advertiser must be addressed to Advertiser at:

NAME ADDRESS CITY, STATE, ZIP

Attention: NAME

- 6.3. Either City or Advertiser may, from time to time by notice in writing served upon the other party, designate a different address or a different individual to whom all notices, demands, requests or approvals are thereafter to be addressed.
- 7. **Independent Parties.** Both parties to this Master Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another.
- 8. **Integrated Contract.** This Master Agreement, and each Order submitted pursuant to this Master Agreement, represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No oral agreement or implied covenant may be held to vary the provisions hereof. Any modifications of this Master Agreement will be effective only by written modification signed by both the City and Advertiser, and approved as to form by the City Attorney.
- 9. **Advertising Guidelines.** The Guidelines are attached hereto as Exhibit B and incorporated by this reference. Advertiser acknowledges that the City cannot accept any Order that does not comply with the Guidelines. Advertiser further acknowledges that the City may amend the Guidelines from time to time, and that such amendment may occur without notice to Advertiser. Upon request, the City will provide Advertiser with a copy of the current Guidelines.
- 10. Cost of Litigation. If any legal action is necessary to enforce any provision of this Master Agreement, or any Order, or for damages by reason of any alleged breach of any provision of this Master Agreement, or any Order, the prevailing party is entitled to receive from the losing party all reasonable costs, disbursements and expenses, and such amount as the court may adjudge to be reasonable attorney's fees.
- 11. **Defense, Indemnification and Hold Harmless.** Advertiser agrees to indemnify, defend and hold harmless the City from and against any and all claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from any patent, copyright and other infringement claim by any third party in connection with any Order issued pursuant to this Master Agreement. This section survives the termination of this Master Agreement.
- 12. Prohibition against Transfers.

- 12.1. Advertiser may not assign, hypothecate, or transfer this Master Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any attempt to do so without City's consent is null and void, and any assignee, hypothecatee or transferee acquires no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 12.2. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Advertiser or of any general partner or joint venturer or syndicate member of Advertiser, if a partnership or joint venture or syndicate exists, which results in changing the control of Advertiser, is an assignment of this Master Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.
- 13. **Waiver**. A waiver by either party to this Master Agreement of any breach of any term, covenant, or condition cannot be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.
- 14. **Termination**. Either party may, with or without cause, terminate this Master Agreement by giving 30 days' written notice to the other party. Upon termination of this Master Agreement, Advertiser will pay to the City any compensation owed and unpaid up to the effective date of termination.
- 15. Compliance with Law. Advertiser must comply with all laws of the State of California and the United States, and all ordinances, rules and regulations enacted or issued by City. If such ordinances, rules or regulations enacted or issued by City after the effective date of this Master Agreement significantly impact Advertiser's performance of its obligations under this Master Agreement, equitable adjustment may be made to the time of performance, the compensation, or both, as appropriate.
- 16. Records. The City will maintain complete and accurate records of each Order issued pursuant to this Master Agreement with respect to costs, expenses, receipts and other such information required for any services provided. Upon Advertiser's reasonable request, the City will make such records available to Advertiser and/or Advertiser's broker or designee for inspection.
- 17. **Standard of Care.** The City will perform all services hereunder in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
- 18. **Force Majeure.** The City or Advertiser will not be in violation of this Master Agreement if any of the following prevent performance of any obligation: severe weather, storms, earthquakes or other natural occurrences; strikes or other labor unrest; power failures, nuclear or other civil or military emergencies; or acts of legislative, judicial, executive or administrative authorities.
- 19. Governing Law. This Master Agreement will be construed in accordance with and

- governed by the laws of the State of California, without regard to its choice of law provisions.
- 20. Venue and Jurisdiction. The parties agree that the Services will take place in Los Angeles County. Any litigation arising out of this Master Agreement must be brought in either the United States District Court, Central District of California, or the Superior Court of California, County of Los Angeles, West District, as appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Master Agreement.

IN WITNESS WHEREOF, the parties have caused this Master Agreement to be executed the day and year first above written.

	CITY OF SANTA MONICA,
ATTEST:	a municipal corporation
SARAH GORMAN	ROD GOULD
City Clerk	City Manager
APPROVED AS TO FORM:	
AAA DCIJA JONIEC NAQUITDIE	
MARSHA JONES MOUTRIE	
City Attorney	

ADVERTISER

Click here to enter text.

By:
Name: Click here to enter text.
Title:

EXHIBIT A ADVERTISING INSERTION ORDER FORM (ATTACHED)

ADVERTISING INSERTION ORDER NO. Order Number

To: Advertiser From: City of Santa Monica Name Big Blue Bus **Street Address** 1660 7th Street City, State Zip Code Santa Monica, CA 90405 Phone: **Phone Number** (310) 458-5818 Phone: Email: **Email Address** Email: Sirinya.matute@smgov.net This Advertising Insertion Order is governed by and is subject to all terms and conditions contained in the Master Sales Agreement between Advertiser and the City executed on month, date, year. This Advertising Insertion Order is not valid until signed and returned to the Transit Community Relations Officer Display Type: **Display Type** No. of Units: **Number of Units** Display Specifications Price Per Unit: Price per Unit Start Date: Contract No.: Contract Number **Campaign Start Date** End Date: **Campaign End Date** Term: Number of days/weeks Total Contract Price: No. of Units × Price Per Unit No. of Units × Price Per Unit Thirty days prior to Start Date, Advertiser must forward Creative to Transit Community Relations Officer for Advertising Guidelines compliance review. Fourteen days prior to Start Date, Advertiser must forward Media to J. Perez Group, 11803 E. Smith Ave., Santa Fe Springs, CA 90670 Attn: Sharon Tele: (562) 801-5397. Cancellation Deadline: 60 days prior to start date Cancellation Fee: 10% of Gross Cost if cancelled after cancellation deadline City will invoice Advertiser within thirty days of the Start Date. Advertiser must pay invoice within thirty days of receipt.

Special Instructions: Enter any special instructions

Client Signature:

EXHIBIT B

ADVERTISING GUIDELINES

The City may change these advertising guidelines at any time and without notice to Advertiser. Advertiser may contact the Transit Community Relations Officer to obtain the current advertising guidelines.

The Transit Community Relations Officer only licenses advertising space for commercial advertisements. A commercial advertisement has as its primary purpose the promotion of a product for sale or a service for hire by the public generally.

The Transit Community Relations Officer cannot license advertising space for any prohibited advertisements. An advertisement is prohibited if it that meets one or more of the following criteria:

- Causes the vehicle, if posted individually or in combination with other advertisements, to become a public forum for the dissemination, debate, or discussion of any such issues;
- 2. Is not a commercial advertisement;
- 3. Contains false, misleading or deceptive information;
- 4. Contains material that is explicitly sexual, obscene, or harmful to minors as those terms as defined in California Penal Code section 311;
- 5. Advocates, promotes or incites violence or illegal activity;
- 6. Ridicules, derides, embarrasses, or defames any individual, group of individuals, or entity;
- 7. Contains language that presents a clear and present danger of causing any riot, disorder, or other imminent threat to public safety, peace or order;
- 8. Contains any direct or indirect promotion of the sale or use of alcoholic beverages, tobacco or firearms;
- 9. Interferes with safe and efficient provision of public transportation service; or
- 10. Violates any copyright or other intellectual property rights.