

TRANSIT SHELTER IMPLEMENTATION AGREEMENT

THIS TRANSIT SHELTER IMPLEMENTATION AGREEMENT (the Agreement) is entered into this 9TH day of November 1999 by and between Lamar Outdoor Corporation [formerly known as Chancellor Media Outdoor Corporation] (Contractor) and the Alameda-Contra Costa Transit District (District) and the following county and cities: the County of Alameda and the cities of Albany, Berkeley, Emeryville, Fremont, Hayward, Newark and San Leandro (collectively the Participating Entities and individually as the Participating Entity, County, or City, as the case may be).

RECITALS

A. District operates a public bus transit system within the boundaries of the Participating Entities and for a number of years installed and maintained bus shelters along its routes in the Participating Entities.

B. District no longer owns or maintains bus shelters within the Participating Entities, having removed or transferred ownership of those bus shelters to those Participating Entities who desired to retain the bus shelters within their jurisdiction.

C. District and the Participating Entities recognize that the establishment and maintenance of the existing bus shelters and the establishment of additional bus shelters may encourage the continued use of District's bus system and encourage new patrons, thereby reducing the use of single occupancy automobiles within the District's and Participating Entities' boundaries.

D. The Bay Air Quality Management District provided grant funding for the selection of a contractor to provide bus shelters within the District's boundaries for the reasons identified in C., above, thereby reducing air pollution within the region.

E. Contractor has successfully bid on Request For Proposal 97-548 to install and maintain existing and new bus shelters, with and without advertising, along bus routes or in other areas located within the boundaries of the Participating Entities, subject to the terms of this Agreement.

NOW, THEREFORE in consideration of the faithful performance of the terms and conditions set forth in the Agreement, the parties agree as follows:

I. FORM OF AGREEMENT

This Agreement shall consist of this document, and any exhibits attached to it, which shall be deemed to be incorporated by reference.

II. TERM OF AGREEMENT

This Agreement shall be valid for a term of ten (10) years, unless extended or terminated in accordance with the provisions of Section XI.

III. GRANT OF ADVERTISING TRANSIT SHELTER RIGHTS AND PRIVILEGES

A. Grant and Retention of Rights.

1. Rights Granted

Contractor is granted the exclusive right to erect and maintain transit shelters and to place advertising on them during the term of this Agreement in accordance with the provisions contained in this Agreement. It is understood and agreed that Contractor or its employees or approved subcontractors will sell advertising space on the shelters to individual advertisers.

2. Rights Retained

a. Advertising. District and the Participating Entities retain and reserve all advertising rights which are not specifically granted to the Contractor by this Agreement. The rights retained and reserved include, but are not limited to, the right to use, display and/or license or otherwise provide for the use of its/their own name, trade name, trade mark, and/or other identifying device or symbol used, owned or registered by the District or each of the Participating Entities and to display informational notices and materials for its patrons, including instructions, schedules and route maps, so long as such retained rights do not interfere with the space for advertising employed by Contractor on each advertising shelter, as provided in this Agreement.

b. Existing Shelters. Contractor, at its own expense, shall replace any existing shelters an affected Participating Entity requests to be replaced. Replacement shelters shall be constructed as advertising and non-advertising shelters, as determined by the Contractor and the affected Participating Entity. Any replacement shelter(s) shall meet the technical specifications of this Agreement.

c. Non-Advertising Shelters. The District and the Participating Entities retain the right to require the Contractor to erect and maintain transit shelters which will not carry any commercial advertising, but which will carry transit information referred to in Section VI. These shelters shall be comparable in construction and maintained at a level equal to the advertising transit shelters installed by the Contractor. The location of non-advertising shelters will be agreed to between the Contractor and each Participating Entity.

d. Ownership. The transit shelters constructed and installed by the Contractor at its expense shall be the property of the Contractor until this Agreement is terminated. Upon termination of this Agreement, if any Participating Entity elects to take title to any or all of such shelters located within its jurisdiction, that Participating Entity shall pay for those shelters in accordance with Section XI. If this Agreement is terminated due to the Contractor's default, no payment shall be required from any Participating Entity for ownership of the transit shelters within its jurisdiction.

e. Authorized Advertising Shelters. In accordance with the exclusive right to erect and maintain advertising transit shelters within the territorial jurisdiction of each Participating Entity, and for the exclusive advertising rights granted in Subsection I.A.1. above, the Contractor is authorized to install shelters and advertising as follows:

1. Number of Advertising and Non-Advertising Shelters.

Within thirty (30) days of the execution of this Agreement by a Participating Entity, it shall meet with the Contractor to discuss the number of shelters to be built and installed at the Contractor's expense under this Agreement in the Participating Entity's jurisdiction, including the ratio of advertising to non-advertising shelters. The Contractor's proposal in response to the Request For Proposal for this project, identifying the number of advertising and non-advertising shelters proposed for each Participating Entity, shall be the basis for these discussions. The understanding between each Participating Entity and the Contractor shall be memorialized in a document (the implementing agreement) and provided to the Project Manager. The implementing agreement may provide for such modifications to the shelter requirements contained in this Agreement as agreed to between the Participating Entity and the Contractor to meet specific requirements or needs of the Participating Entity. If there is any disagreement between a Participating Entity and the Contractor, the Participating Entity shall have final approval authority.

2. Shelter Locations.

Each Participating Entity and the Contractor also shall include in their discussions under Subsection III.A.2.e.1. above, the development of a final bus shelter map and installation schedule. The final bus shelter map and installation schedule will be based on the outcome of the meeting held to discuss the locations identified jointly by the District and each Participating Entity.

Once the Participating Entity and the Contractor agree to the bus shelter map and construction schedule, including the replacement of any existing bus shelters, the map and construction schedule for that jurisdiction will be provided to the Project Manager. If there is any disagreement between a Participating Entity and the Contractor regarding shelter locations, the Participating Entity shall have final approval authority and the Project Manager shall receive the map and schedule from the Participating Entity.

The contractor shall notify any adjacent private property or business owner of the potential for installation of a shelter and will provide a copy of such notification to the affected Participating Entity.

3. Displays

The Contractor is authorized to use the "downstream" end wall (furthest from approaching transit vehicles) 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 bus. Such material shall be backlit. No advertising poster shall exceed twenty-four (24) square feet in area, or be greater than six (6) feet in height and four (4) feet in width.

Each bus shelter shall be configured to conform to the design requirements set out in Section X. However, since each shelter may be configured to appropriately conform to the requirements of each location, the size and proportional dimensions of a specific bus shelter may differ. The size of each shelter shall be reviewed

when the affected Participating Entity, the Contractor and the District meet in accordance with the provisions of Subsection III.A.2.e.2.

IV. PAYMENTS BY CONTRACTOR

A. General

During the term of this Agreement, and any extension, the Contractor shall pay to the District and to the Participating Entities, without any deduction or offset, the sums set out below. Payment shall be in currency of the United States of America.

1. Payments to District

To cover the District's administrative costs, the Contractor shall pay \$75,000 each year to the District during the term of this Agreement. The payment shall be by cashier's check and, except for the first year, shall be received by the District no later than the fifth day of the first month of each year this Agreement is in effect. The first year's payment shall be due upon the signing of the Agreement by the District. All payments to the District shall be sent to AC Transit Treasury Department, 1600 Franklin Street, Oakland, California 94612 and include a notation that it is the annual fee payment under RFP 97-548. The \$75,000 annual administration fee will be adjusted (but never decreased) on the anniversary date of this Agreement by the percentage annual change in the National Consumer Price Index for Urban Consumers (CPI), or in any equivalent successor index.

2. Payments to the Participating Entities

The balance of the guaranteed annual fee the Contractor committed to in its final negotiations with the District and the Participating Entities, less the \$75,000 annual fee (with a CPI adjustment to the District) shall be apportioned among the Participating Entities based on the number of revenue shelters located within each jurisdiction. The Contractor shall provide to each Participating Entity at the time of its annual payment, a calculation of the amount of the annual payment which is based on a per shelter, per month basis. For the first year, the Contractor shall provide the annual payment upon issuance of the permit for each of the shelters. For subsequent years, the annual payment shall be paid in advance to each Participating Entity on the anniversary date of the Participating Entity's issuance of the first shelter permit. If the Contractor revenue exceeds the minimum amount, as stated in the financial report identified in Subsection IV.A.5., a check would be issued to the Participating Entity as part of the annual payment.

Unless otherwise agreed to between the Contractor and each Participating Entity, the Contractor shall establish for each Participating Entity who desires one, a bank account with a financial institution acceptable to the Contractor and the affected Participating Entity. The account shall provide for the payment of the annual fee due to the affected Participating Entity from the Contractor, the accrual of any interest on the account, disbursement of monies from the account, and such other matters as the Contractor and the affected Participating Entity shall determine should be included in the instructions to the financial institution.

3. Termination of Agreement

In the event of the termination of this Agreement, the Contractor shall be entitled to a pro rata return on the annual fees paid to the District and the Participating Entities, as provided below, unless the termination was due to the default of the Contractor.

A. If termination is due to the default of the Contractor, the Contractor forfeits all advance fee deposits to the District, or any Participating Entity.

B. Any repayment of the annual fee paid to each Participating Entity shall be remitted to the Contractor from each Participating Entity, pro-rated to the effective date of the Agreement's termination.

4. Late Payments

A. Payments due under this Section to the District which are not paid when due shall bear interest at the rate of one percent and one-half (1.5%) per month or fraction of a month from and after the date the payment was due until the date it is paid.

B. Payments due under this Section to a Participating Entity shall be subject to the same provisions as set forth above for the District, unless the affected Participating Entity and the Contractor make other arrangements.

5. Annual Financial Report

On or before the twentieth (20th) day of the first calendar month, after the first year this Agreement has been in effect, the Contractor shall submit to the District, for distribution to the Participating Entities (through the Bus Shelter Committee), an annual report prepared by an independent public accountant. The annual report shall include a financial component and a financial summary component and shall reflect the costs and revenues of providing the service of relocating, constructing and maintaining bus shelters in each of the Participating Entities. The financial component of the annual report shall include an annual income statement showing the return on projected investments and the sources of capital. The summary component shall include a description of staff size, advertising occupancy rates, ad rates and commissions, and net revenue per for each shelter within each jurisdiction for the purposes of calculating the annual revenue to each Participating entity and whether additional revenues are owed to each Participating Entity. Notwithstanding the existence of an annual report, the District and each Participating Entity also shall have the right to audit the Contractor's books pertaining to the revenue and expenses associated with this Agreement. The Contractor shall make its books available within twenty-four (24) hours of a written request to review the books received from the District or from any Participating Entity.

V. **CHANGES IN ROUTE LOCATIONS.**

It is mutually acknowledged and understood that advertising and the grant of advertising rights provided for in this Agreement are only incidental to District's transportation business, which may undergo changes affecting the advertising rights granted herein. District shall have no liability to the Contractor, or the Participating Entities, for any change in its routes

or in the number of transit buses 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 this Agreement.

VI. SPACE ALLOCATION AND UTILIZATION

Notwithstanding the provisions of Section I of this Agreement, the District and Participating Entities, at no charge to them, except as specifically set forth in this Section VI, shall have the option to use certain advertising space, which has not been, sold.

A. Unsold Space

The District and Participating Entities shall have the right to use any unsold advertising space on a Space Available basis for a minimum of fifteen (15) days at any time after installation of a shelter is completed and no advertising is located within the advertising shelter's display area for a period of sixty (60) days from the shelter's completion. The affected Participating Entity using the space shall bear the cost of providing posters printed and ready for posting by the Contractor. The Contractor shall be notified at least seven (7) days prior to the date on which use of the unsold space by the affected Participating Entity would begin. Should a customer of the Contractor agree to pay for such space, either within the above notice period, or at any time after the commencement of the use of the unsold space, then the Contractor may remove the copy from the space within fifteen (15) days of providing written notice to the District and the affected Participating Entity.

B. Promotion of Advertising Space

If the Contractor does not receive notice from the District or the affected Participating Entity that they are interested in using any unsold space, as provided above, then the Contractor, at its sole cost and expense, may use any available unsold advertising space for its own advertisement and promotion which is designed to increase the sale of advertising space.

C. Public Information Space

Exclusive of all commercial advertising space referred to in this Agreement, the District and the Participating Entities reserve the right to place on all transit shelters informative material. Such informative material shall be displayed and posted by Contractor at no cost to District or the Participating Entities. The District and the Participating Entities shall not sell such space to advertisers either directly or through any intermediary. Such informative material shall be placed only in a single designated back panel of the shelter.

D. Public Service Announcements.

The Contractor shall have the right, with the approval of the District and the affected Participating Entity, to display free of charge upon any spaces not contracted for use by paid advertisers and not being used by the District, a Participating Entity or Contractor, certain public, educational, charitable and editorial displays, on any shelters designated for commercial advertising space.

E. Design Considerations and Use of Materials.

It is the intent of the parties to provide an advertising program which is effective and aesthetically pleasing and which will be beneficial to the parties. The parties accordingly agree: (1) to maintain throughout the term of this Agreement a continual liaison and exchange of plans and information to assure its successful implementation; and, (2) to use materials and technology presently available or subsequently developed for advertising that will enhance the appearance and image of the shelters.

VII. **INSTALLATION AND MAINTENANCE OF SHELTERS**

A. Installation of Shelters.

The Contractor shall install shelters in the locations designated in the final bus shelter map created in accordance with Subsection III.A.2.e.2. The Contractor shall be responsible for adhering to statewide building and electrical code standards and any applicable California State Office of Architecture standards or other local, county, state and federal laws, regulations and standards for shelter design, construction and installation, including compliance with zoning codes and design review ordinances. The personnel of each affected Participating Entity shall be entitled to inspect the work and oversee the enforcement of these standards.

The Contractor shall bear the full cost of installing, providing, and maintaining electrical services, if any, to each shelter. All electrical service lines in the shelter site shall be underground and shall originate from the point of service designated by the affected Participating Entity or the local electrical utility company. All costs and liabilities related to the electrical connection, installation, or repair for shelter construction, operation, and maintenance shall be the sole responsibility of the Contractor. The Contractor, at its own expense, shall obtain all local building permits, encroachment permits or similar approvals.

During the period of time a shelter is under construction (from initial preparatory work at the site to final installation of the shelter), the Contractor shall post a notice of non-liability at the site on behalf of the District and the Participating Entity in which the shelter is located.

B. Maintenance, Repairs and Replacement

1. General. The Contractor shall maintain, repair and replace all new advertising and non-advertising transit shelters installed under this Agreement as set forth below. The Contractor shall commence maintenance of any existing shelters within the boundaries of each Participating Entity within five (5) days of the execution of this Agreement by the applicable Participating Entity. The Contractor, at its own expense, shall maintain and repair the existing shelters within each Participating Entity's jurisdiction until the Contractor, at its own expense, has replaced the existing shelters.

2. Maintenance. The Contractor shall conform with the maintenance and repair standards set forth in this Agreement and shall be responsible for maintaining the

shelters in a first rate condition (i.e., well maintained, well lit, and the interior and area surrounding the shelter is free of graffiti, damage or debris) throughout the life of the Agreement, including cleaning, refurbishing, reconditioning, and, if necessary, replacing worn shelters. Upon the execution of this Agreement and annually throughout the term of this Agreement, the Contractor shall: (i) provide to the District's Project Manager the name, telephone number, pager number, facsimile number and mailing address of the supervisor of the cleaning staff and (ii) provide the name, telephone number, pager number and facsimile number of the local manager who will be available to be contacted on a twenty-four (24) hour basis. The Contractor shall develop a log for shelter inspections and maintenance work performed on all shelters within the boundaries of the Participating Entities. The log shall contain the following information: (i) the location of the shelters; (ii) the date when the inspection/maintenance work was performed on each shelter; and (iii) the name of the individual assigned to perform the inspection/maintenance work. The log shall be submitted to the District's Project Manager at the end of every month. In addition, the Contractor, at the end of each month, shall provide to each Participating Entities representative on the Bus Shelter Committee a copy of that portion of the log related to the bus shelters within that Participating Entity's jurisdiction. In addition, at the same time the Contractor provides the log to the District and each Participating Entity, it shall furnish a monthly narrative summary of its maintenance operations, noting problem areas and corrective actions taken.

If the Contractor does not maintain its routine inspection and maintenance schedule or remedy outstanding deficiencies within forty-eight (48) hours of notification, the affected Participating Entity shall be entitled to correct the deficiencies and bill the Contractor for the work performed.

3. Inspection and Clean up. The Contractor shall make routine inspection calls on each shelter site at least once per week. Bus shelters in high maintenance areas (locations identified by the District or a Participating Entity as an area where the shelter is subject to repeated vandalism) shall be inspected at least twice each week and cleaned. The Contractor will perform any additional cleaning within twenty-four (24) hours of the receipt of a verbal or written communication from the District.

The Contractor shall ensure that each shelter is equipped with a fifteen-gallon trash receptacle. During each inspection the Contractor shall collect trash and clean and wash each shelter site. The Contractor also shall inspect the lighting fixtures and replace defective lights and remove all graffiti, stickers, extraneous posters, litter, dust and dirt, and weeds from each shelter site and within a fifteen foot (15') radius surrounding the shelter site. However, if any portion of the fifteen-foot (15') radius is outside of the public right-of-way, for shelters located within the public right-of-way, the Contractor is not required to enter onto private property.

4. Repair and Replacement.

a. The Contractor shall respond within four (4) hours to any telephone call from the District, a Participating Entity or any other source received between the hours of 8 a.m. and 8 p.m. to clean up, remove or secure any safety hazards, or replace light sources that have malfunctioned or gone out. The Contractor shall repair or replace the safety hazard on the same day of observation of the hazard by the Contractor, its employees, or agents, or

receipt of notification, as provided above. If notice is received after 8:00 p.m., the safety hazard shall be removed or repaired as soon as possible but no later than 10:00 a.m.

b. Except as provided above, the Contractor shall complete permanent repair to any portion of a bus shelter that has been damaged, vandalized or subjected to graffiti within twenty four (24) hours of its observation or the receipt of notification of any damage, vandalism or graffiti found on or around the shelter site.

5. Placement of Transit Information. The Contractor shall install in the bus shelters transit information (i.e., timetables, route schedules, maps, rider bulletins) supplied by the District within fifteen (15) working days of the receipt of these materials from the District. The Contractor shall coordinate with the District the placement of these materials by the maintenance crews to ensure the proper transit information is located in the appropriate bus shelters. During the inspections of the shelters, the Contractor's maintenance crews shall inspect the transit information within the shelter and report any vandalism of the transit information to the District within twenty-four (24) hours of observing the vandalism.

6. Contractor's Failure to Perform Services. If the Contractor fails to provide maintenance, clean-up and/or repairs within the time periods specified above, the District or the affected Participating Entity, at their sole discretion, may, after providing fifteen (15) days written notice to the Contractor, and without prejudice to any other legal remedy for breach of this Agreement to which the District or the affected Participating Entity may be entitled, provide (either directly or indirectly) any or all of the omitted services and bill the Contractor for all expenses incurred. The Contractor shall pay all such billings within thirty (30) days of receipt of an invoice and proof of payment of same by the District or the affected Participating Entity.

VIII. APPROVAL AND PROPRIETY OF ADVERTISING MATERIAL; REMOVAL

A. Permitted Displays.

The Contractor may display on the bus shelters designated in each implementation agreement as "Advertisement bus shelters," commercial or public service advertisements only. Each Participating Entity, upon written request to the Contractor, has the right to review and approve these items in advance of their placement in shelters within that entity's jurisdiction.

B. Prohibited Displays.

Because of each Participating Entity's substantial interest in protecting the health and welfare of its citizens, the Contractor agrees that the following displays shall not be allowed on any bus shelter:

1. Advertisements for or promoting the use of tobacco products.
2. Advertisements for or promoting the use of alcoholic beverages.
3. Any sign depicting physical violence against any person or animal.

4. Advertising which depicts violence, anti-social behavior or related to illegal behavior.

5. Advertising which holds up an individual or groups of people to public ridicule, derision or defames any individual or group, including but not limited to a person's race, religion, ethnicity, or sexual orientation.

6. Advertising which promotes the sale or use of firearms.

7. Any display containing any of the following:

(a) Any statements or words describing explicit sexual acts, sexual organs, or excrement.

(b) Any nudity (picture or illustration) showing genitals, pubic hair, perineum, anuses, or anal regions of any person or animal, or any portion of the breast, at or below the areola thereof, of any female person.

(c) Explicit sexual acts, as used in this Subsection (5), means depictions of sexual intercourse, oral copulation, anal intercourse, oral-anal copulation, bestiality, sadism, masochism or excretory functions in conjunction with sexual activity, masturbation or lewd exhibition of the genitals, whether any of the above conduct is depicted or described as being performed among or between members of the same or opposite sex or between humans and animals, or other acts involving any physical contact with a person or animals genitals, pubic region, pubic hair, perineum, anus, or anal region.

(d) Any display specifically prohibited by law or order of any court of competent jurisdiction.

8. In addition to the above provisions, before displaying any advertising, exhibit, material or announcement which the Contractor believes may be objectionable to the Participating Entity in whose jurisdiction the advertising would be displayed, the Contractor shall first submit the material to that Participating Entity for its review. The affected Participating Entity shall have the right to deny the use of any transit shelter advertising space for any material, which it reasonably determines to be objectionable.

9. Reasonable proof or clarification of statements contained in any advertisement, exhibit, material or announcement may be required as a condition of use or continued use of transit shelter advertising space.

10. Advertisements of a political, editorial or election nature, either for a specific candidate(s) or an issue(s), are to contain the statement: Paid for By {sponsor's name}" including (when an election campaign is involved) the State of California committee number in bold type with letters at least three inches (3") high.

11. The Contractor shall immediately remove from any transit shelter, at the Contractor's sole cost and expense, upon receipt of the written demand of the affected Participating Entity or its authorized representative, any advertising material, including

advertising content, which: (i) does not meet with the affected Participating Entity's reasonable approval; (ii) is perceived by a neighboring business to be competitive; or (iii) is a prohibited ad. In addition, any advertising shall be removed within ten (10) days of its display expiration date, unless otherwise mutually agreed upon. In the event that any advertising listed in items (i), (ii) and (iii) are not removed within twenty-four (24) hours of receipt of the written demand, or the ten (10) day expiration date as provided above, the affected Participating Entity or its authorized representative may remove said material or display and the Contractor shall pay any costs incurred by such action. The affected Participating Entity or its authorized representative shall not in any way be held responsible or liable for any damage to the transit shelter or materials so removed.

12. The Contractor shall use its best efforts to sell advertising space for cash and to minimize the existence of unsold space.

13. Except for the express prohibitions set forth in this Section VIII, the Participating Entities shall not impose any other restrictions based on content and nothing herein shall otherwise interfere with the rights of the Contractor in the selection of advertising material for the shelters.

14. Each Participating Entity agrees to indemnify and hold harmless the District, its officers, agents and employees, and other Participating Entities and their officers, agents and employees, from any claim, liability, loss, injury or damage arising out of the rejection of advertising by that Participating Entity under the provisions of this Section VIII.

IX. GENERAL STATEMENT OF SERVICE TO BE FURNISHED BY CONTRACTOR

The Contractor, or its employees and approved subcontractors shall:

A. Make a continuous full-time, and good faith effort to see the greatest practical amount of advertising is placed on the advertising bus shelters permitted under the terms of this Agreement;

B. Continuously maintain in a clean, safe, and first-class condition during the entire term of this Agreement all shelters installed under this Agreement.

C. Place, replace and maintain in a clean, safe, and first-class condition during the entire term of this Agreement all shelters and advertising copy, advertisements, shelter furniture, transit information and display materials.

D. Provide an experienced sales force with the capability to acquire local, regional and national advertising accounts.

E. Assure that the advertising copy used in the displays is always the best quality artwork.

F. Erect all shelters and insert all advertising matter, the District's transit information and poster art whenever possible at hours of minimum transit passenger activity or at such hours as are approved by the District and the affected Participating Entity.

G. Provide the necessary personnel to ensure the correct maintenance of shelters and advertising matter contained therein.

The District and the Participating Entities shall use their best efforts to cooperate with and support the Contractor in performance of its duties herein.

X. SHELTER INSTALLATION, DESIGN AND CONSTRUCTION

A. Permit Approval

The Contractor is responsible for obtaining all requisite encroachment, building, zoning, design review, and utility permits from each Participating Entity and the State (if any shelters are to be located within State right-of-way) for the location and installation of the bus shelters contemplated by this Agreement. The Contractor also shall secure any easement or other approval for the placement of any shelter on private property. The Contractor may be required by some Participating Entity's to participate in a public review process of the proposed bus shelter locations. The timing of the installation of the approved shelters shall be determined in accordance with the provisions of Subsection III.A.2.e.1. In addition to obtaining all necessary permits, the Contractor (where requested by the affected Participating Entity) may be required to show proof that any adjacent property owners or businesses have been advised of and consulted about the proposed shelter location.

B. Insurance Requirements

Prior to the installation of any shelter, the Contractor shall provide to the District and each Participating Entity, a certificate of insurance which meets the insurance requirements set forth in Attachment A to this Agreement. The certificate for each Participating Entity shall include that entity and the District as named additional insured. The Contractor is required to maintain the level of insurance described in Attachment A during the entire term of this agreement.

C. Shelter Installation

1. Placement. The placement of each shelter shall comply with the Americans with Disabilities Act (ADA) guidelines. No shelter shall be placed in a location that, in the opinion of the District or the affected Participating Entity, affects the performance of any traffic control device. If it is determined that the shelter can be allowed by altering the traffic control device, the Contractor shall, at its sole expense, be responsible for the alteration, if the site is still desired.

For safety reasons, shelters shall not be installed on any island designated to separate or regulate vehicular traffic.

Shelters shall not normally be installed on steep streets of over 10 percent grade. Where the shelter has been found to be desirable on steep streets (up to 20 percent grade), the design of the shelter and its placement may be required to be altered in a manner acceptable to the District and the affected Participating Entity.

Public or private land adjacent to the sidewalk shall not be utilized for shelter siting without approval from the affected Public Entity for public property and the affected landowner(s) for private property. Any easement or other legal document securing the Contractor's right to use private property shall include the affected Participating Entity as a successor in interest to the Contract upon the termination of this Agreement.

2. Clearance

a. Minimum clearance between the shelter and any obstruction (i.e., streetlights, power pole, trees, etc.) shall be thirty-six (36) inches.

b. All sidewalk transition which requires out-of-direction walking shall be one foot lateral movement to four (4) feet longitudinal movement or greater.

c. The area between the shelter and the curb line shall be a paved surface.

3. Location/Construction Drawings The Contractor shall submit to the District and to any Participating Entity which requires the issuance of an encroachment permit for installation of the shelter a location/construction drawing showing shelter placement along the designated bus zone for each of the shelter sites approved by the District and the Participating Entity, together with any additional information that may be required to allow the issuance of construction permits.

4. Site Preparation Work. The first component of the construction work to be completed under this Agreement consists of the site preparation. This includes the construction of any foundation, paving and electrical work necessary for the installation of the transit shelters. This component of the work shall be performed by persons/entities licensed by the State of California in accordance with the California Contractors License Board and the California Business and Professional Code for the work they intend to perform. The licensed construction contractor shall be required to comply with provisions of the California Labor Code pertaining to payment of Workers' Compensation, prevailing wage rate, apprenticeship and hours of labor and with Federal Executive Order No. 10925 pertaining to equal employment opportunity.

5. Construction Sites. When each shelter installation is complete, the Contractor shall remove all excess materials and restore the work area to its pre-installation condition. All aspects of this work shall comply with the affected Participating Entity's permit requirements and specifications and all details of the work shall be indicated on the location drawings.

D. Shelter Design

1. General. The Contractor shall be responsible for complying with any applicable local, county, state, or federal laws, regulations and standards, including California State Office of Architecture standards for shelter design, construction installation and the Americans with Disabilities Act of 1990 (42 U.S.C., para 12101 et seq.) and the implementing

regulations promulgated by the U.S. Department of Transportation (49 CFR Parts 37 and 38) as they presently exist and any amendments which may occur from time to time.

2. Program Implementation Schedule and Plan. The implementation agreement between the Contractor and each Participating Entity shall include a detailed schedule and plan for the construction of new shelters and the replacement of existing shelters within each Participating Entity.

A copy of each implementation agreement and the installation/removal schedule shall be provided to the District.

3. Minimum Shelter Design Specifications

- a. Shelters shall be no less than seven feet (7') high minimum interior.
- b. Shelters shall have a minimum of two transparent wall panels or offer equivalent protection.
- c. Shelters shall provide protection from wind, sun and rain. A standard roof overhang shall be designed into each shelter. (Note: wind conditions will vary widely from site to site. Therefore, roof overhangs shall be designed accordingly.)
- d. Shelters shall offer see-through visibility from at least three directions and shall be designed to be compatible with park sites and commercial and residential neighborhoods.
- e. Shelters shall be adaptable for narrow sidewalks under ten feet (10') Wide.
- f. Shelters shall be adaptable for sidewalk grades up to twenty percent (20%).
- g. Shelters shall be approximately twelve feet (12) to fourteen feet (14) long for the Central Business District (CBD) or major bus route transfer point locations and be approximately eight feet (8) to nine feet (9) long for neighborhood locations where bus service is less frequent. In all cases the shelters must be adaptable for expansion or contraction.
- h. Shelters shall provide front walk-through.
- i. Shelters shall have individualized or other seating that can accommodate a minimum of three (3) people), and can be removed if necessary. Benches shall be no less than sixteen inches (16") or more than twenty-four inches (24") high.
- j. Shelters (except those otherwise designated by the affected Participating Entity) shall be illuminated from dusk till dawn, to a minimum of five-foot candles, measured at a height of five feet (5') at the center of the shelter. Shelters shall also contain

vandal resistant lighting fixtures. Solar powered lighting may be considered, but it will have to include vandal resistant features.

k. Shelters shall have roof drainage to prevent water from dripping over the edges. Water shall be drained through a down spout(s) located in the columns with the water exiting at approximately sidewalk level.

l. Shelter design shall prevent pooling of water on the shelter roof and floor.

m. Shelters shall contain a two-sided or flared, back lit advertising panel not more than four feet (4') wide by six feet (6') high secured by screw or key locking metal doors which cannot be pried open. Advertising panels must be located on downstream sides of shelter or back panels so that unimpeded visibility of approached transit vehicles is permitted.

n. Shelters shall contain a forty inch by forty inch (40" x 40") panel for transit information designed to hold a route map, information sign, and area for schedule information.

o. Shelters shall not obstruct any signage at the site.

p. Shelters shall not be so illuminated as to confuse passing vehicle operators.

q. Shelters shall contain a shelter plaque identifying the name and 1-800 telephone number of the service company and the name, address and telephone number of the Contractor. The letters on the shelter and plaque shall be a minimum height of four inches by six inches (4" x 6").

r. Each shelter shall include a trash receptacle. The trash receptacle shall be positioned so it does not block the bypass space between the shelter and the curb face. A minimum 42" space clearance is required unless the receptacle is physically attached to shelter.

Trash receptacle specifications

1. 15-gallon minimum capacity, unless otherwise indicated
2. bolted to site
3. metal or concrete construction

E. Shelter Construction and Material Specifications

1. Materials shall be chosen for ruggedness and ability to withstand vandalism and weathering (e.g., structural steel with baked enamel finish) and durable enough

to remain structurally sound and attractive over the length of this Agreement or any extension to it.

2. Transparent vertical panels shall be a minimum of 3/8" tempered glass except for the advertising panel which may be 3/16" tempered glass. Exposed wall edges shall be polish ground. A polished ground edge is permitted only when it is less than two inches (2") from a support or protector. All walls more than two inches (2") from a support shall be framed.

3. Materials and design shall conform to all local and state codes and be able to withstand 15 P.S.F. wind pressure and 30 P.S.F. loading pressure and have test data and certification from a California Registered Structural Engineer to show structures meet this requirement.

4. The foundation shall be secure but allow for shelter removal. Foundation designs shall be approved by each affected Participating Entity as well as a California Registered Civil or Structural Engineer.

5. All concrete finishing shall conform to the Participating Entity's standard specifications.

6. Rough concrete finishing shall be removed or ground down. Concrete shall be smoothed to a rough broom finish or to match areas that are at site currently.

7. All welding of structures (foundations excepted) shall be done at the Contractor's factory or in a shop and be accomplished by the electric shielded arc process. All field welding (foundation work only) shall have continuous inspection.

8. Anodized aluminum may be used for any columns or load bearing members if of sufficient strength to bear loads. All aluminum used shall conform to 6063-T6 or better. The use of aluminum may include the top, ceiling, roof fascia, facings and window channels.

9. The use of Fiberglass is prohibited for any structural portion of the shelter, including the ad panel and roof assembly.

10. All metal surfaces shall be finished at the factory; on-site touch-up will be permitted. There shall be a minimum of one primary coat and two finish coats or a painting process that provides a paint coating equivalent to or better than the foregoing. The colors of the shelters shall be as approved by each affected Participating Entity and may vary within a Participating Entity.

F. Shelter Relocation

Shelters may be removed and relocated, as provided in this Subsection F., because of private development, public projects, public convenience, transit route or stop changes, repeated vandalism to a shelter, or at the request of the District and/or the affected Participating Entity.

The District and Participating Entities do not guarantee any specific site for the duration of the Agreement or the availability of a replacement site for any shelter. The number of shelters the Contractor shall bear the full cost of removing in any year, together with any sidewalk and curb repair or landscape replacement necessitated by the removal, shall be determined by the Participating Entity after receiving input from the Contractor. The Contractor shall not be required to remove at its cost more than 5% of the total number of shelters in the affected jurisdiction in any year.

The Contractor shall describe in the monthly log the financial impact to it resulting from compliance with the request to remove a shelter.

The Contractor shall receive written notification to remove a single shelter fifteen (15) days in advance of the date of removal. If, however, more than one shelter is requested to be removed, then the Contractor shall receive thirty (30) days-advanced written notice. Whenever possible the notice shall identify possible relocation sites. However, the Contractor shall comply with the permitting process identified in Subsection X.A. before proceeding to relocate a shelter to a new site.

The Contractor may request permission from the affected Participating Entity and the District to relocate a shelter, at the Contractor's expense, when a shelter has been repeatedly vandalized or damaged. In this situation, the shelter shall be relocated, provided the permitting process has been met, within five (5) days of the receipt by the Contractor of a Notice to Proceed unless a different time has been set forth in the Notice.

Upon the removal of a bus shelter, the area in which it was located shall be placed in a condition similar to the condition the property was in prior to the installation of the shelter and one which eliminates any hazards caused by the removal of the shelter and places the property in a safe and usable condition.

In the event the Contractor fails to repair, replace or relocate shelters within the specified time, the affected Participating Entity may at its sole discretion, cause the repair, removal or relocation of a shelter to occur. Any costs associated with the work of repair, removal or relocation of the shelter shall be paid directly to the affected Participating Entity, by the Contractor [or by the District] within ten (10) days following receipt by the Contractor of an invoice.

XI. EXTENSION/TERMINATION/DEFAULT

A. Extension of Term

The District and Participating Entities or the Contractor may request an extension of this Agreement for two (2) additional five (5) year periods from the date this Agreement would otherwise terminate. Notice of the Request For Extension shall be made in writing at least one year prior to the expiration of this Agreement, provided it is still in effect and has not been earlier terminated as provided herein. Upon receipt of a Request For Extension, the parties shall determine what provisions of this Agreement shall be modified. If the parties have not entered into an extension of this Agreement at least nine months prior to the termination

of the initial term then this Agreement shall be terminated at the conclusion of the original ten (10) year term.

This Agreement shall commence on the date this Agreement is made and entered into, as indicated at the beginning of this Agreement. If for any reason the District and/or any Participating Entity is enjoined or otherwise prevented by court action from allowing Contractor to commence operations as provided herein, or if any Participating Entity unreasonably delays or withholds issuance of any permits or approvals, the District and the other Participating Entities shall not be subjected to any liability therefore, nor shall such failure affect the validity of this Agreement or the obligations of the Contractor hereunder or extend the term of this Agreement, except as provided below.

1. At the option of the District, a Participating Entity or the Contractor this Agreement shall be suspended and its term extended for that amount of time equal to the duration of any court injunction or other action which temporarily prevents or/and significantly impairs that party from performing its respective duties or substantially receiving its benefits under this Agreement. Notice of an election to exercise this option shall be served in writing on the other parties within ten (10) days of the court action.

2. If any court action permanently prevents or permanently and significantly impairs a party hereto from performing its respective duties or substantially receiving its benefits under this Agreement, that party, at its option, may cancel this Agreement, in which event that party shall be discharged from all obligations hereunder. Notice of a party's election to exercise this option shall be served in writing on the other parties within ten (10) days of the court action. For the purposes of this Subsection, court action cannot be regarded as having a permanent effect unless that action has become final when all appeals have been exhausted or the time to obtain appellate review has expired.

B. Termination of a Participating Entity.

In addition to any termination rights otherwise set forth in this Section XI, each Participating Entity shall have the right to terminate or suspend this Agreement with regard to its jurisdictional area prior to any extension of this Agreement. Notice of a Participating Entity's intent to terminate its participation in this Agreement shall be provided in writing to the District and all other Participating Entities thirty (30) days prior to the effective date of the termination of this Agreement or any extension to it.

C. Termination Prior to Term.

The District, as to the entire Agreement, and one or more of the Participating Entities, as to their jurisdictional area, may cause the removal of all shelters or advertising contained therein located within their respective territory prior to the end of the term of the Agreement by serving upon Contractor written notice of termination of this Agreement one hundred and twenty (120) days in advance of said date of termination.

The District or the affected Participating Entity shall, thereafter, in its discretion exercise one of the options listed below:

Option 1. Remove the advertising displays from every transit shelter covered by this Agreement and pay to the Contractor the current value for every such transit shelter owned by the Contractor.

The method of calculating the current value of a transit shelter shall be as follows:

$$\text{Current Value} = \frac{\text{Shelter Unit Price}}{\text{Depreciation Period (in months)}} \times \frac{\text{Depreciation Period (In Months)}}{\text{Months in Service}}$$

For purposes of calculating the current value: the transit shelter unit price shall be the unit price listed in the Contractor's financial plan submitted with the bid documents, plus the installation costs of the transit shelter; the depreciation period for transit shelters will be sixty (60) months, or one-hundred twenty (120) months if the Agreement is extended, the number of months in service will be calculated from the date the transit shelter is placed in service, to the date of termination. The month the shelter is placed in service and the month of date of termination shall be counted as full months in service for calculating the current value.

Option 2. Notify the Contractor to remove the shelters covered by this Agreement and owned by the Contractor and restore the respective sidewalks and curbs to their proper condition within ninety (90) days, at the Contractor's own cost and expense. If the Contractor fails to restore the property within said ninety (90) days, the affected Participating Entity may, without further notice and at the Contractor's cost and expense, remove the shelters and restore the sidewalks and curbs to their proper condition; or

Option 3. Negotiate a new Agreement with the District and the Contractor.

Title to all transit shelters, free and clear of liens and encumbrances, at its option, shall be granted to the Participating Entity upon payment of the amounts to Contractor as specified in Options 1 and 2 above.

Each Participating Entity warrants that after exercising Option 1, it will perform the tasks which Contractor agreed to perform under this Agreement for the remainder of the term using its employees, and under no circumstances will it subcontract these services to another member of the outdoor advertising industry.

The commencement of legal proceedings, an audit, or other administrative action not expressly declared to be an election under this subsection shall not be deemed an election under this subsection nor a waiver of a Participating Entity's right to exercise any other option provided herein.

D. Termination Due to Bankruptcy or Reorganization Proceedings

In the event the Contractor files a voluntary petition in bankruptcy or in the event that proceedings in bankruptcy are instituted against the Contractor and the Contractor is thereafter adjudicated bankrupt pursuant to such proceedings, or in the event a court takes jurisdiction of the Contractor and its assets pursuant to proceedings brought under the provisions of any Federal bankruptcy reorganization act, or in the event that a receiver of the Contractor's assets is appointed, or in the event the Contractor executes an assignment for the benefit of its creditors, the District or any Participating Entity, as to its jurisdictional area, shall have the right to terminate this Agreement forthwith. Such termination shall, in such instance, be deemed to occur upon the happening of any of said events and from henceforth, the Contractor or its successor in interest by operation of law or otherwise shall have no rights in or to this Agreement or to any of the privileges conferred on the Contractor by this Agreement.

E. Termination Due to Conflict of Interest

1. Contractor shall at all times avoid conflict of interest or appearance of conflict of interest in the performance of this Agreement. Contractor shall disclose any conflict of interest, or potential conflict of interest, which exists or arises at any time during the term of this Agreement. The District or any Participating Entity, as to its jurisdiction, shall have the right to treat any violation of this subsection as a material breach of the Agreement, and shall have the right to terminate this Agreement and/or pursue any and all legal or equitable remedies for said breach of this Agreement.

a. The Contractor shall not at any time offer any officer or employee of the District or any Participating Entity any gift that is prohibited by the laws of the District or a Participating Entity.

b. The offer or giving of any such prohibited gift shall constitute a material breach of this Agreement. In addition to any other remedies the District or any Participating Entity whose laws have been violated may have in law or equity, the District or the affected Participating Entity, as to its jurisdiction, may terminate this Agreement for such breach.

F. Default of Contractor

In the event the Contractor fails to carry out any material term, covenant, condition, or promise of this Agreement, the District and the Participating Entities shall have, and may elect among, the following remedies:

1. Termination. The District or a Participating Entity, as to its jurisdiction, may serve upon the Contractor a thirty (30) days written Notice of Termination (the Notice) of this Agreement indicating any default(s) by the Contractor which give rise to the Notice to cure the default. The Contractor shall have thirty (30) days after receipt of the Notice to cure the default. If the Contractor does not cure the default within said thirty (30) days, the District or the affected Participating Entity, as to its jurisdiction, may terminate this Agreement and may: (a) assume title to the shelters, within its jurisdiction, and assume all advertising contracts of

the Contractor relating to this Agreement, or (b) require the Contractor to remove the shelters within thirty (30) days of the termination of this Agreement as to that Participating Entity. The Contractor thereafter shall not be entitled to any revenues whatsoever on advertising in place after the said termination date. (The contract between the Contractor and advertisers must contain a provision substituting the District or a Participating Entity for the Contractor in case of termination of the Agreement and assumption of the advertising contract by said entity.) No such termination of this Agreement by a Participating Entity shall in any way affect the obligations of the Contractor or the rights of the District or Participating Entities, which have accrued prior to such termination.

2. Actual Damages. In the event that the District and/or a Participating Entity elects not to serve a Notice of Termination of this Agreement, or if such a Notice is served but Contractor's default is cured, then the District and/or the Participating Entity shall be entitled to recover from Contractor any loss or damage which it/they may have incurred by reason of Contractor's default.

3. Transfer of Title. In the event any default is not timely cured and this Agreement is terminated, and the Participating Entity does elect to retain the shelters as provided in Subsection 1., above, then the Contractor shall execute all necessary documents to transfer the title to all transit shelters to that Participating Entity, as to the shelters within its jurisdiction, without cost to it.

4. Removal of Shelters. If the Contractor is required to remove the transit shelters upon the election of a Participating Entity, as provided in Subsection 1., above, and the Contractor fails to remove the shelters within the time period provided in that Subsection, then the affected Participating Entity may cause the shelters to be removed at the Contractor's cost, either by its own forces or by a third party contractor. The Contractor shall pay any invoice for the costs of removal within thirty (30) days of the receipt of the invoice.

5. Other Remedies. The exercise of the remedies provided for in this Section shall be cumulative and shall in no way affect any other remedy available under the law to the District or any Participating Entity, individually or as a group.

G. Default of the District and/or the Participating Entities

The Contractor may cancel this Agreement in its entirety, or as it relates to one or more of the Participating Entities, and terminate its obligations under it at any time subsequent to the commencement of the term or any extension thereof upon, or after a material breach of the Agreement by the District, the Participating Entities, or any one of them, which is not cured within thirty (30) days after service of a written notice from Contractor of the existence of such breach. Provided the Contract is not in default, it shall be entitled to a return of a prorated portion of the \$75,000.00 advance payment reflected in Subsection IV.A.1. if the entire Agreement with all Participating Entities are is canceled. In addition, the Contractor shall be entitled to a pro ration of any payments to the Participating Entity or Entities affected by a partial termination of this Agreement, in addition to all other remedies available to it by law.

XII. MISCELLANEOUS CONTRACT PROVISIONS

A. Subcontractors

The contractor is authorized to hire subcontractors as the Contractor deems necessary to fulfill the requirements detailed in this Agreement.

B. Indemnity and Insurance

The Contractor shall indemnify, defend, and hold harmless the District and the Participating Entities, their directors, officers, officials, employees, agents and volunteers from and against any and all liability. Loss damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage that was caused by the sole negligence or willful misconduct of the District and/or the Participating Entities.

The Contractor shall provide indemnification and insurance as set forth in Attachment A, Indemnification and Insurance. Coverage under the indemnification and insurance provisions shall apply to the District and to each Participating Entity.

C. Social Security, Unemployment Compensation and Workers Compensation

The Contractor, upon request, shall furnish to the District adequate evidence of its compliance with laws relating to Social Security, Unemployment Compensation and Workers' Compensation Insurance.

D. Authorized Representative and Notices

The District, each Participating Entity and the Contractor shall 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 Authorized Representative of 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 if made by facsimile directed to the party to whom notice is to be given at the party's facsimile number listed below, or

(ii) on receipt, if mailed to the party to whom notice is to be given by registered or certified mail, return receipt requested, postage prepaid and properly addressed as follows:

For AC Transit:
AC Transit
1600 Franklin Street
Oakland, CA 94612
Telephone: (510) 891-4777
Fax No: (510) 891-4724

For Participating Entities:

For Contractor:

Changes in the name or address of such Authorized Representatives shall be made by advance written notification to the other party.

E. No Waiver of Subsequent Breaches or Defaults

The failure of a party to insist upon a strict performance of any of the terms, conditions and covenants herein by the other party shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

F. Assignment

This Agreement and the rights granted therein may not be assigned by the Contractor without the prior written consent of the District and the Participating Entities. Such consent shall not be unreasonably withheld. This Agreement and the rights granted therein may not be assigned by an assignee of the Contractor without the prior written consent of the District and Participating Entities. Any assignment in violation of this provision shall be void.

G. Applicable Law

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the State of California applicable to contracts made and to be performed within the State.

H. Waiver of Statutory Damages

The Contractor, on behalf of itself, its successors and assigns, waives and relinquishes any and all statutory rights to compensation related to the removal or relocation of any of its shelters, including, but not limited to, those established in Business and Professions Code sections 5412, et seq. Such waiver shall not affect or diminish any rights to compensation expressly set forth in this Agreement.

I. Nondiscrimination

Contractor (or any of its subcontractors), the District and the Participating Entities shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, religion, marital status, physical or mental disability or national origin in connection with or related to the performance of this Agreement.

J. Licenses, Taxes and Assessments

The Contractor shall pay all licenses or fees required by the affected Participating Party and all lawful licenses, taxes and assessments levied or assessed on its personal property, on any possessory interest in real property and any taxes or assessments

levied in connection with its operation under this agreement by any Participating Entity, the State of California, the Federal Government or any other governmental jurisdiction.

K. 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. The Contractor is, and at all times shall remain, an independent contractor, not an agent, officer, or employee of the District or any Participating Entity. As an independent contractor, the Contractor shall not be entitled to any salary, fringe benefits, Workers' Compensation, retirement contributions, sick leave, insurance or any benefit or right connect with employment by the District or any Participating Entity, other than as specifically provided in this Agreement.

L. 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.

M. Execution by Counterpart.

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument.

N. Entire Agreement

This Agreement represents the entire integrated Agreement between the District, participating entities and contractor, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the District and the Contractor.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

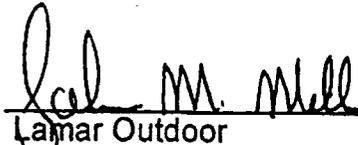
FOR THE DISTRICT


Rick Fernandez, Acting General Manager

Approved as to form:


Kenneth C. Scheidig, General Counsel

FOR CONTRACTOR:

 12/22/99
Lamar Outdoor

CLARIFICATION ADDENDUM SECTION IV .2.

PAYMENT TO EACH JURISDICTION SHALL BE 10% OF THE COLLECTED REVENUE ON ADVERTISING SALES IN THAT PARTICULAR JURISDICTION LESS THE \$75,000 ADMINISTRATIVE FEE PAID AC TRANSIT. PAYMENT SHALL BE MADE ANNUALLY AND SUBMITTED WITH APPROPRIATE DOCUMENTATION .