

SOUTHWEST TRANSIT



Request for Proposal

For

ADVERTISING SERVICES (Bus, Station, and Rewards Program)

SouthWest Transit

**14405 W. 62nd St
Eden Prairie, MN 55346**

www.swtransit.org

Issued Date: August 4, 2021

Proposal due date: Tuesday, September 14, 2021, by 12:00 p.m.

Proposals that are late, for any reason, will not be accepted.

**Tentative Award Date: September 23, 2021, by the SouthWest Transit
Commission**

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1. Background

SouthWest Transit (SWT) operates the transit system known as "SouthWest Transit" and owns/operates from four parking ramps known as: SouthWest Station located at 13500 Technology Drive, Eden Prairie, MN; SouthWest Village situated at 650 SouthWest Village Drive, Chanhassen, MN; Chanhassen Station situated at 500 Market St., Chanhassen, MN; and East Creek Station situated at 2120 Chestnut St. N, Chaska, MN, as well as a fleet of buses.

SWT is seeking proposals to provide advertising at the ramps and on the buses for a three-year term with an option for one additional three-year term. Anticipated start date of January 1, 2022. The contract is subject to cancellation upon a default of the contractor or SWT and upon 60 days' notice for any reason by either party.

2. Taxes

SouthWest Transit is a tax-exempt organization, including exemption from local sales tax.

3. Scope of Work

SWT intends to make the following available for advertising: 25 advertising panels at SouthWest Station; 15 advertising panels each at SouthWest Village, Chanhassen Station and East Creek Station; 15 base buses per month for bus wraps with 5 additional buses available monthly for an added cost.

Advertisements in the ramps may be placed on support pillars, in stair/elevator lobbies, in restrooms, or on elevator doors. The location and content of all advertising is subject to the written approval of SWT.

The contract will also call for trade and/or gift cards with a minimum value of \$55,000 per year (\$13,750 per quarter) which SouthWest Transit uses in its customer reward/Perks Program.

4. Proposal Requirements

All proposals submitted must provide information as indicated in this Request for Proposals (RFP). Incomplete proposals will not be considered. Responders must have a minimum of two years' experience with the type of work identified in the Scope of Work. Any other information that the proposer wishes to include for evaluation and consideration by the SWT as part of the proposal may also be included.

Please provide the following information:

- A. Background on your organization, including:
 - Number of years in business under this name; and
 - Areas of expertise and general services available.
- B. Provide an example of the advertising to be used in the bus wraps advertising.
- C. Provide references for which your firm provides work similar to what is identified in the Scope of Work. Include firm name, contact name, phone number, and web site address.
- D. Provide a compensation proposal. SWT currently receives the following:
 - Annual bus wrap fee at a minimum \$167,250 (paid quarterly).
 - Trade valued at a minimum \$55,000 annually (paid in quarterly installments) to be used in conjunction with SWT's customer rewards program.
 - Cross-Marketing valued at a minimum \$2,500 per month in cross-market advertising in other locations determined by SWT.

SWT's review will consider the compensation proposal, the samples provided, and a review of references and general qualifications.

5. Timelines

Three copies of the proposal should be submitted by September 14, 2021, by 12:00 p.m. (the Proposal Due Date.) The contract shall begin January 1, 2022.

Proposals should be sent to Len Simich (SouthWest Transit CEO):

Len Simich, CEO
SouthWest Transit
"Advertising RFP"
14405 W 62nd Street
Eden Prairie, MN 55346

Questions should be directed in writing to Len Simich at lsimich@swtransit.org. Questions should be submitted no later than September 1, 2021, at 12:00 p.m. Any written responses will be provided to all registered proposers by 5:00p.m. on September 8, 2021, unless otherwise noted by the RFP Administrator.

Proposals must be physically delivered to the offices of SWT, at the address and by the date and time indicated above. Proposals received after the specified time and date will not be considered. If proposals are sent by U.S. mail or other delivery service, it is wholly the responsibility of the Proposer to ensure that the proposal package is properly addressed and physically delivered on time.

5. Proposal Instructions

Copies of the RFP will be available on the SWT website at <http://www.swtransit.org>. Addenda will also be posted at this website. All parties interested in submitting a proposal must register their name, address, phone number and email address with the RFP Administrator to receive any addenda and/or answers to submitted questions.

Any corrections or changes to this RFP will be made by written addendum only and will be distributed to all registered recipients of the RFP document at the address provided by the recipient. SWT shall not be bound by any oral representations.

SWT reserves the right to reject any or all proposals submitted. Oral, facsimile, electronic-mail, telephone, or telegraphic proposals are invalid and will not receive consideration.

Submission of a proposal indicates acceptance by the proposer of the conditions contained in this RFP.

Proposers will not be reimbursed for any expenses incurred in preparing proposals in response to this request.

No proposal may be withdrawn after the proposal due date. More than one proposal from an individual, firm, partnership, or corporation under the same or different names will not be considered. Evidence that any proposer is interested in more than one proposal for the same work will be considered sufficient cause for the rejection of all proposals so affected.

SWT's RIGHTS

SWT reserves the right to cancel this RFP or postpone or extend the date and time for submitting proposals at any time prior to the proposal due date and to postpone or extend the date the contract is to begin. SWT shall have the right to accept or reject any or all proposals. SWT is not obligated to accept the lowest cost proposal. SWT may select the proposal which provides the best value to SWT. SWT specifically reserves the right to reject any or all proposals; to waive any or all informalities or irregularities in the proposals received; to investigate the qualifications and experience of any Proposer; to reject any provisions in any proposal; to modify RFP contents; to obtain new proposals; to negotiate the requested services and contract terms with any Proposer; and/or to proceed to do the work otherwise.

ORGANIZATIONAL CONFLICT OF INTEREST

A. Definition of Organizational Conflict of Interest: An "organizational conflict of interest" exists when, because of existing or planned activities or because of relationships with other persons, a proposer is

unable or potentially unable to render impartial assistance or advice to SWT, or the proposer's objectivity in performing the contract work is or might be otherwise impaired, or the proposer has an unfair competitive advantage.

B. **Warranty against Organizational Conflict of Interest:** By submitting a proposal, each Proposer warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to an organizational conflict of interest on this project with respect to the Proposer. A selected Proposer shall have continuing obligations to disclose to SWT organizational conflicts of interest which may be later discovered.

PROTESTS

Proposers who wish to file a protest regarding the RFP process shall conform in all respects to SWT's Protest Procedure which is available upon request. All protests must be addressed to the RFP Administrator at the email address identified above.

DATA PRACTICES ACT

The Minnesota Government Data Practices Act provides that the names of Proposers are public once the proposals are opened. Except for trade secret information as defined in Minnesota Statutes, section 13.37, all other information submitted by a Proposer in response to this RFP becomes public at the times specified in the act and is then available to any person upon request. Trade secret information is defined in section 13.37 as data, including a formula, pattern, compilation, program, device, method, technique, or process, (1) that was supplied by the Proposer; (2) that is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy; and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Any information in its response to this RFP for which the Proposer claims protection as trade secret information in accordance with the above provisions must be limited and set apart in the RFP response on separate pages, with a heading that identifies the information as trade secret information. SWT will make the ultimate determination whether the information meets the applicable definition. Any information submitted in response to this RFP which does not meet the legal definition will be considered public information, regardless of the Proposer's identification of it as trade secret information. Proposers are advised that blanket identification designating whole pages or sections as containing trade secret information will not assure protection. The Proposer shall clearly identify the specific information for which the Proposer claims trade secret protection.

The Proposer shall not claim copyright protection for its proposals. A statement by the Proposer that submitted information is copyrighted or otherwise protected does not prevent public access to the information contained in the RFP response.

FORM OF CONTRACT

A copy of the contract is attached as Appendix A to this RFP. The current contract provides SouthWest Transit a total of \$167,250 annually (paid quarterly) for advertising in ramps, on buses, and for cross-marketing activities. It also provides an additional \$55,000 annually in trade and/or credit cards, tickets, passes, and other merchandise used in conjunction with SouthWest Transit's customer rewards program.

Appendix A to the RFP:

ADVERTISING DISPLAY AGREEMENT

This Advertising Display Agreement (the “Agreement”) is made and entered into this 1st day of January 2022, by and between SouthWest Transit, a joint powers entity of the Cities of Chanhassen, Chaska, and Eden Prairie (“Owner”), and _____, a _____ (“Advertiser”).

RECITALS

A. Owner operates a transit system known as “SouthWest Transit” and in connection therewith operates four parking ramps known as: SouthWest Station situated at 13500 Technology Drive, Eden Prairie, MN; SouthWest Village situated at 650 SouthWest Village Drive, Chanhassen, MN; Chanhassen Station situated at 500 Market St., Chanhassen, MN; and East Creek Station situated at 2120 Chestnut St. N, Chaska, MN (collectively referred to as the “Ramps”), as well as a fleet of buses. In connection with its transit services, Owner will make available space inside the Ramps and on buses from its fleet for advertising and promotional displays pursuant to the terms and conditions of this Agreement; and

B. Advertiser has reviewed advertising and promotional opportunities in the Ramps and through bus wraps (“Wraps”) and desires to advertise in the Ramps and on the buses pursuant to the terms and conditions of this Agreement (collectively “Advertising”).

Now, therefore, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. *Incorporation of Recitals.* The recitals above are incorporated into this Agreement and made a part hereof.

2. *Term of Agreement.* This Agreement shall become effective as of the date first stated above. The “Commencement Date” shall be January 1, 2022. The “Term” of this Agreement shall expire on December 31, 2024, unless extended for one additional three-year term or terminated earlier as provided for in paragraphs 11 and 12.

3. *Fee and Payment Terms.*

a. *Fees for Ramps and Wraps.* For advertising in Ramps and on a base of 15 buses, Advertiser shall pay Owner a minimum \$ _____ annually, paid in quarterly installments according to the following chart:

Year	Calendar Year	Annual Fee	By January 1	By April 1	By July 1	By October 1
1	2022					
2	2023					
3	2024					

b. In addition to the 15-bus base, Advertiser can wrap up to an additional 5 buses per month, paid in monthly installments per bus according to the following chart:

Year	Calendar Year	Monthly Fee
1	2022	
2	2023	
3	2024	

c. Trade. In addition to the fees listed above in subsection (a), Advertiser shall provide to Owner trade valued at a minimum \$ _____ annually to be used in conjunction with Owner’s customer rewards program. The trade shall be provided in quarterly installments as proposed in the following chart beginning January 1, 2022. All trade shall be requested and approved in advance by Owner. Advertiser shall value trade at no greater than the current market rate.

Year	Calendar Year	Annual Trade	By January 1	By April 1	By July 1	By October 1
1	2022					
2	2023					
3	2024					

d. Payments shall be sent to: SouthWest Transit, 14405 W 62nd St., Eden Prairie, MN 55346, ATTN: Mike Simich.

e. The fees set forth above represent the total net payments to Owner for the Advertising as set forth herein. Advertiser may not charge Owner for design, production, installation, and/or removal of the Advertising or the costs of the construction and maintenance of the Advertising. Advertiser shall be responsible for and bear all costs to design, construct, install, produce, maintain, and remove the Advertising, including the cost to restore the Ramps and buses to their original condition, normal wear and tear excepted, following removal of the Advertising. Should it become necessary for Owner to remove the Advertising as a result of Advertiser’s default, Advertiser shall reimburse Owner for all reasonable costs incurred in connection therewith upon ten (10) days written notice.

4. *Number and Location of Advertisements.*

a. Number and Location of Advertisements in Ramps. At any one time, Advertiser may place no more than 25 advertising panels at SouthWest Station and no more than 15 advertising panels each at SouthWest Village, Chanhassen Station and East Creek Station. Advertiser may request additional Advertising in Ramps but may only install such additional advertising with Owner’s prior written approval. Any additional advertising is at Owner’s sole discretion. Advertisements may be placed on support pillars, in stair/elevator lobbies, in restrooms, or on elevator doors. All locations are subject to Owner’s approval.

b. Number of Wraps on Buses. Owner shall make available 15 base buses per month for Wraps, with an additional 5 buses available as needed per the rate proposed above. If

Advertiser does not use the all 15 buses in a particular month, there shall be **no carry over** of the number of buses not used to succeeding months.

c. Owner is only obligated to make available to Advertiser a maximum 20 buses per month (15 base buses plus 5 additional buses per month as described above in subsection).

5. *Advertising Approval.*

a. The location and content of all Advertising is subject to the written approval of Owner. Advertiser shall submit and obtain written pre-production approval from Owner of all design, cabinetry, mechanics, installation, artwork, and copy. Advertiser's initial designs shall be submitted no later than 15 days prior to installation in the Ramps or on the buses. Advertiser may not install advertising displays, or change the design, cabinetry, mechanics, installation, artwork, and copy without the prior written approval of Owner. Any advertising so objected to shall be removed promptly at Advertiser's expense. If Owner fails to object within the fifteen day period, the advertisement shall be deemed approved. Advertiser shall coordinate and schedule installation of the advertising with Owner.

b. Subject to subsection (a) herein, Owner will allow advertising for beer and/or wine provided that: (i) the actual beverages displayed on the advertisement are limited in size and scope; (ii) there is some manner of positive message displayed on the advertisement (e.g. "don't drink and drive," "drink responsibly," etc.); and (iii) the advertisement meets with Owner's high standards and is in good taste as determined by Owner.

6. *Wrap Material.* Only Wrap material warranted for a minimum of one year will be permitted to be installed on the buses. Any and all Wrap materials used on the buses shall provide sufficient transparency for windows when viewing outside from the interior of the bus. Such acceptable transparency shall be in the sole discretion of Owner. Installation and removal of the Wraps shall be at the total expense of the Advertiser, and shall occur at Owner's maintenance facility located at 14405 West 62nd Street, Eden Prairie, Minnesota. Advertiser shall coordinate and schedule installation of the Wraps with Owner. All installations shall take place during a period when the bus is not needed for service operations.

7. *Naming Rights.* This Agreement does not provide sponsorship or naming rights for the Ramps or station

8. *Responsibilities of Advertiser.* All advertising sales shall be the responsibility of the Advertiser. Any damage to the Ramps or buses caused by the Advertising, including, but not limited to, damage to paint and/or vinyl lettering, shall be promptly restored and/or repaired by Advertiser at its sole cost and expense. Advertiser shall be responsible to install professionally and keep and maintain the Advertising in an operable and aesthetically pleasing manner. Owner is responsible for washing and cleaning the Ramps and the exterior of the buses regularly in accordance with Owner's normal business practices. Except in the case of an emergency, Owner shall notify Advertiser in writing of repairs or maintenance required to the Advertising and shall provide Advertiser with a reasonable period of time in Owner's sole discretion to complete any necessary repairs or maintenance to the Advertising. If Advertiser fails or refuses to perform its responsibilities under this Agreement, following ten (10) days written notice from Owner, Owner shall have the right, at its option, to perform said responsibilities and charge Advertiser for all reasonable costs in connection therewith.

9. *Insurance.*

a. Advertiser agrees to obtain and maintain in full force and effect throughout the Term of this Agreement commercial general liability insurance with a minimum coverage limit of Two Million Dollars (\$2,000,000.00) per occurrence, Five Million Dollars (\$5,000,000.00) aggregate, issued by a company and in a form acceptable to Owner. The policy shall name Owner as an additional insured on the policy and must cover damage to Owner's property arising out of damages caused by Advertiser, its agents, representatives or contractors in addition to claims by third parties for damages arising out of Advertiser's advertising. The policy shall require that Owner be notified in writing at least thirty (30) days prior to its cancellation. A certificate of insurance for the policy shall be delivered to Owner within ten (10) days after execution of this Agreement, and any renewal or substitute policy shall be delivered at least twenty (20) days prior to expiration of an existing policy.

b. Advertiser represents and warrants that it has and will maintain during the performance of this Agreement worker's compensation insurance coverage required pursuant to Minn. Stat. 176.181, Subd. 2 and that the certificate of insurance or the written order of the Commissioner of Commerce permitting self-insurance of worker's compensation insurance coverage provided to the Owner prior to execution of this Agreement is current and in full force and effect.

10. *Indemnification by Advertiser.* Advertiser agrees to indemnify, defend and hold Owner, its officers, directors, employees, and representatives forever harmless from and against all claims, demands, lawsuits, liability, loss, judgments or other expense (including, but not limited to, defense costs, expenses and reasonable attorneys' fees) made or imposed upon Owner arising out of any allegations of injuries to or death of persons (including wrongful death), damages to property, damages for libel, violation of the right of privacy, plagiarism, copyright infringement, trademark or service mark infringement, and any other claims, that directly arise from (1) the display of any Advertising installed by Advertiser on the Ramps or buses pursuant to this Agreement, or (2) damage from the materials or equipment that Advertiser may install on the Ramps or buses pursuant to this Agreement.

11. *Default.*

a. *Default by Advertiser.* In addition to other defaults set forth herein, Advertiser shall be in default if Advertiser fails to: (i) maintain current insurance policies as provided herein; (ii) obtain Owner's approval of the advertising; or (iii) materially fulfill any other part of this Agreement. Owner shall provide Advertiser with a written notice of default. Advertiser shall have ten days from receipt of the notice to cure the default. If Advertiser has not cured the default within ten days of notice Owner may, at its sole option, terminate this Agreement, retain all sums of money paid by Advertiser to Owner, remove the Advertising, and/or exercise any other remedy available at law or in equity.

b. *Default by Owner.* Owner shall be in default if Owner fails to fulfill any terms of this Agreement. Advertiser shall provide Owner with a written notice of default. Owner shall have ten days from receipt of the notice to cure the default. If Owner has not cured the default within ten days of notice, Advertiser may, at its sole option, terminate this Agreement, following the removal of the Advertising recover a pro rata portion of the fee in respect of the

unexpired portion of the then current term of this Agreement, and/or exercise any other remedy available at law or in equity.

c. Non-waiver. The waiver by either party of a breach of any provision of the Agreement by the other shall not operate or be construed as waiver of any subsequent breach by the other party.

12. *Termination.* This Agreement may be terminated by either party for any reason on sixty days prior written notice to the other party.

13. *Venue and Prevailing Party.* In the event of any dispute or any litigation arising out of, relating to or pursuant to this Agreement, the parties agree that the same shall be venued in Hennepin County, Minnesota and that Hennepin County shall be the exclusive venue of any litigation whether or not such venue is or subsequently becomes inconvenient. Advertiser and Owner agree that the Court in Hennepin County, Minnesota shall have personal jurisdiction over them and subject matter jurisdiction over all matters arising from or relating to this Agreement. In the event of any dispute, the prevailing party as determined by the hearing officer shall be entitled to recover its reasonable attorneys' fees and costs, including fees and costs in bankruptcy.

14. *Damages.* Neither party hereto shall be entitled to recover punitive, special or consequential damages or damages for loss of business in the event of a breach of this Agreement by the other party.

15. *Governing Law.* This Agreement shall be deemed to be executed in the State of Minnesota and shall be governed by and construed according to the laws of the State of Minnesota, without reference to the choice of law doctrine of any state.

16. *Interruptions and Alterations.* Any interruption of advertising caused by Owner shall not constitute a breach of the Agreement, and Owner shall have the option of giving Advertiser an extension of term of service or pro rata credit equal to the period of interruption. Should Owner need to substantially alter the Advertiser's advertising due to remodeling or construction, whether temporary or permanent, Advertiser agrees that its display(s) can be relocated by Owner to a comparable location upon prior approval of Advertiser, which approval shall not be unreasonably withheld, without any modification or adjustment to the Agreement. The display(s) will be returned to their original location at the conclusion of construction should the location be available for such display(s). Owner will be responsible for any costs to remove, reinstall or relocate the display(s) due to construction or remodeling of the Ramps.

17. *Power.* Owner is not required to provide electrical power to Advertiser's display(s). Advertiser shall be responsible for the cost of power. Such additional costs shall be due and payable to Owner monthly upon fifteen (15) days written notice.

18. *Compliance with Law.* The parties to this Agreement shall comply with all federal, state, and local laws. If any clause, provision, section or part of this Agreement is ruled invalid by a court of competent jurisdiction, then the parties shall promptly meet and negotiate a substitute for such clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the parties, including an equitable adjustment to the fee to account for any change in the amount or type of advertising resulting from such invalidated or offending portion. Advertiser shall comply with any and all advertising policies adopted by Owner.

19. *Owner's Rights.* Owner reserves all rights to the use of the name SouthWest Transit and any other names, phrases, or logos associated with Owner's transit stations and operations. Advertiser, including all representatives and agents of Advertiser, must obtain Owner's advance written consent to use the name SouthWest Transit and any other names, phrases, or logos associated with Owner's transit stations and operations or images of any portion of the Ramps or buses for any public relations, promotional, marketing, advertising, or other purpose, provided that such consent may not be unreasonably withheld or delayed by Owner. Owner hereby consents to Advertiser's use of the visual images of the Ramps and buses in its normal day-to-day operations, advertising and marketing activities, and communications with third parties, provided that Owner reserves the right to withdraw such consent at any time.

20. *Advertiser Representation.* Advertiser represents and warrants to Owner that it has all corporate or entity approvals necessary to enter into this Agreement.

21. *Assignment.* Advertiser shall not assign or transfer Advertiser's rights or duties under this Agreement without the prior written consent of Owner, which consent may be withheld in Owner's sole discretion.

22. *Non-Discrimination.* In the performance of this Agreement, Advertiser shall not discriminate on the ground of or because of race, color, creed, religion, national origin, sex, marital status, status with regards to public assistance, disability, sexual orientation, or age against any employee of Advertiser, any subcontractor of Advertiser or any applicant for employment. Advertiser shall include a similar provision in all contracts with subcontractors to this Agreement. Advertiser further agrees to comply with all aspects of the Minnesota Human Rights Act, Minn. Stat. § 363A.01, et seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

23. *Independent Contractor.* At all times and for all purposes hereunder, the Advertiser is an independent contractor and not an employee of the Owner. No statement herein shall be construed so as to find the Advertiser an employee of the Owner.

24. *Audit.* The books, records, documents and accounting procedures and practices of the Advertiser or other parties relevant to this Agreement are subject to examination by the Owner and either the Legislative Auditor or the State Auditor as appropriate, as the case may be, for a period of six years after the effective date of this Agreement.

25. *Payment to Subcontractors.* The Advertiser shall pay any Subcontractor within ten (10) days of the Advertiser's receipt of payment from the Owner for undisputed services provided by the Subcontractor. The Advertiser shall pay interest of one and one-half percent (1½%) per month or any part of a month to a Subcontractor on any undisputed amount not paid on time to the Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Advertiser shall pay the actual amount due to the Subcontractor.

26. *Data Practices Act Compliance.* The Advertiser shall at all times abide by Minn. Stat. § 13.01 et seq., the Minnesota Government Data Practices Act, to the extent the same is applicable to data and documents in the possession of the Advertiser.

27. *Conflicts.* No salaried officer or employee of the Owner and no member of the Owner's Board shall have a financial interest, direct or indirect, in this contract. The violation of this provision renders the Agreement void. Any federal regulations and applicable state statutes shall not be violated.

28. *Notices.* All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or deposited, postage prepaid, addressed as follows:

If to Owner: Southwest Transit
 13500 Technology Drive
 Eden Prairie, MN 55344
 Attn: Len Simich, CEO

If to Advertiser: _____

Either party may change its address for purposes of notices hereunder upon written notice to the other party.

29. *Exclusivity.* Advertiser shall purchase the exclusive right to advertise on the Ramps and buses beginning on January 1, 2022, and extending throughout the term of this Agreement with the following exception. Should current vehicle wrap agreements be in place, these wraps will be allowed to remain in place through no later than March 15, 2022, given that proper compensation is provided to SouthWest Transit. Any vehicles wrapped as of January 1, 2022, will not count against the 15 vehicles eligible under this new agreement.

30. *Entire Agreement.* This Agreement embodies the entire agreement between the parties including all prior understanding and agreements, and may not be modified, except in writing, signed by all parties.

In witness whereof, the parties have entered into this Agreement on the date first written above.

Remainder of this page intentionally left blank. Signature pages to follow.

Advertising
SWT

OWNER
SouthWest Transit

By: Len Simich
Its: Chief Executive Officer

ADVERTISER

By _____

Its: _____

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