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Peer Cities & Best Practices: Private Involvement in Transfer/Intermodal Centers and in Transit Passenger Information Systems

Technical Memorandum Report





Hillsborough County MPO

in conjunction with Hillsborough Area Regional Transit

**Peer Cities & Best Practices: Private Involvement in Transfer/Intermodal
Centers and in Transit Passenger Information Systems**

in coordination with

Gannett Fleming, Inc.



Introduction

This technical memorandum summarizes a project undertaken by Gannett Fleming, Inc., under contract with the Hillsborough County MPO, on behalf of the MPO's planning partner, the Hillsborough Area Regional Transit Authority (HART). HART requested that the MPO and its consultant investigate opportunities for private investments in transit centers, park and ride facilities, intermodal centers, and passenger information real-time applications for possible application to HART's current and planned facility development. In addition, as other opportunities were identified, they have also been included in this memorandum. Specific motivations for private sector partnership with HART include:

- Direct access to transit riders as potential customers,
- Advertising a product to transit riders,
- Advertising to non-transit riders,
- Promotion of a "good corporate citizen" theme, and
- Economies of scale in facility construction and operation through joint development.

Each of these motivations is described more fully in the following section, with detailed examples and opportunities provided later in the report.

Through discussions with HART staff, several specific HART assets were identified to be discussed in this technical memorandum. The Marion Street Transfer Center and University Area Transfer Center are the two highest traffic stations in the HART system and were deemed the best candidates for private sector involvement at the existing stations. HART is currently implementing the first MetroRapid BRT route, which will include a new park and ride at the Hidden River Corporate Park. Other potential areas that could benefit from private sector participation are real time information, both in the form of mobile applications and text messages or message signs at the bus stations, and advertising on fare media.

This technical memorandum is divided into four sections. First, a description of underlying motivations for private sector involvement in public transit. Second, examples of private sector participation in public transit, specifically in transit centers, park and ride facilities, intermodal centers, naming rights and sponsorship, advertising on fare media, and real time passenger information systems. Third, a brief description of relevant FDOT and FTA rules. Last, a description of potential applications for HART.

Underlying Motivations for Private Sector Involvement

It is important to consider possible motivations for private sector involvement in public transit. A number of motivations can be identified:

- **Direct access to transit riders as potential customers.** To the extent transit riders themselves represent an attractive consumer group, proximity to large numbers of boarding and alighting passengers at a specific station location may be attractive. A high level of business visibility to transit riders may induce them to be consumers of products or services. Extreme examples would be joint development projects involving large department stores and major transit stations, such as those on the major city rapid transit projects. While the concept is easiest to illustrate with systems such as the Washington Metro, the concept can be applied at a smaller scale, albeit with less financial potential.
- **Advertising a product to transit riders.** There may be advertising value to conveying a message directly to transit riders, similar in concept to advertising in the interior of transit vehicles or at

bus shelters. This same value could be applied to advertising on fare media, on VMS signs, and other physical assets.

- **Advertising to non-transit riders.** If large numbers of people drive or walk past a transit asset, or if a facility is frequently cited by name in the media, there may be advertising value of **naming rights** or other product identification. The same value commonly associated with naming sports venues could be applied to transit assets. Similarly, transit agencies have been selling advertising space on the exterior of buses for years to advertise to non-transit riders.
- **Promotion of a “good corporate citizen” theme.** Increasingly consumers have shown a preference to purchase from organizations that reflect social responsibility. As reported by Global 5 Communications, a transportation communications firm, consumer research has found enormous increases in the value of brand attributes promoting social responsibility, friendliness, and kindness and empathy. Examples include Whirlpool’s association with Habitat for Humanity, Proctor and Gamble’s campaign to counter bullying among girls, and State Farm Insurance’s association with Road Rangers. There may be corporate social responsibility value attributable to associating with a transit agency through naming or other sponsorship opportunities. These could be fully explored with Global-5 or other specialty communications companies.
- **Economies of scale in facility construction and operation through joint development.** Businesses and services that can share physical space with transit facilities can share basic operations and services such as heating and air conditioning, security and maintenance.

Examples of Private Sector Participation in Public Transit

Private Participation in Transit Centers, Park and Ride Facilities, and Intermodal Centers

There are numerous examples of private sector participation in transit centers, park and ride facilities, and intermodal centers. This participation can take the form of being a lease-holder in a facility owned and operated by the transit agency, a practice which is relatively common. A more uncommon practice is when a private or other public non-transit entity is actually a partner in the construction and operation of a transit-serving facility.

From the view of the transit agency, this participation can take the form of reducing or sharing in the cost of construction and maintenance, or in creating revenue streams through leasing and rents, or in both ways. Examples of uses that might be compatible with fixed transit facilities include day care centers, schools, banks, health care facilities, police facilities, sporting and event ticket sales, retail outlets, convenience stores, barbers and hair salons and many others. Appropriate uses will depend on location, ridership level, and demographics of potential markets.

Following are summary descriptions of several joint use facilities from around the US. Table 1 provides an overview of these joint use facilities compared to the two major transit centers located in Tampa.

Table 1 Overview of Transit Centers

<u>Agency/Facility</u>	<u>City</u>	<u>Service Population</u>	<u>Transit Use</u>	<u>System Daily Ridership</u>	<u>Facility Daily Ridership</u>
University Area Transit Center	Tampa, FL	821,306	• Bus	45,307	7,500
Marion St. Transit Center	Tampa, FL	821,306	• Bus	45,307	10,500
Park and Play (Discontinued)	Orlando, FL	1,805,921	• Bus	82,301	1,000
Charlotte Transportation Center	Charlotte, NC	758,927	• Bus • Rail	78,016	40,000
Ground Transportation Center	Cedar Rapids, IA	97,716	• Bus	4,221	3,500
Dadeland South	Miami, FL	2,500,625	• Bus • Rail	316,779	7,200*
Linden Transit Center	Columbus, OH	1,057,915	• Bus	58,122	Not avail.
Easton Transit Center	Columbus, OH	1,057,915	• Bus	58,122	Not avail.
Denver Union Station	Denver, CO	2,619,000	• Bus • Rail	322,942	3,500**
Lindbergh Station	Atlanta, GA	1,574,600	• Bus • Rail	470,195	8,000
39 th and Troost MetroCenter	Kansas City, MO	1,445,584	• Bus	51,185	1,300
Holyoke Transportation Center	Holyoke, MA	551,543	• Bus	37,704	7,000

*Only Metrorail ridership reported.

**Only LRT ridership reported.

Charlotte Transportation Center – Charlotte, NC

The Charlotte Transportation Center (CTC) is located in the heart of uptown Charlotte adjacent to the Time Warner Cable Arena (home of the Charlotte Bobcats NBA team) and just a few blocks from “The Square,” the center of downtown.

The City of Charlotte, NC and the Charlotte Area Transit System (CATS) partnered with Nationsbank (now Bank of America) to build the Charlotte Transportation Center (CTC). Nationsbank approached the City of Charlotte about the possibility of building the transit center to alleviate traffic and congestion caused by the buses on Tryon



Figure 1 Charlotte Transportation Center Source: Flickr

St. and Trade St. where many bus routes intersected and passengers could transfer from one bus to another. There were likely several motives behind Nationsbank’s decision to partner with the City and

CATS to construct the new transit center. Of course Nationsbank (now Bank of America) is a huge corporate citizen of Charlotte and the Bank was in the process of developing its new 60-story headquarters building. The Bank's new headquarters is located on Tryon Street, which had been a focus of downtown transit riders and had substantial sidewalk congestion from those waiting to board their buses. At the same time, the City of Charlotte and CATS were developing their widely-heralded Lynx light rail line two blocks away. By creating a centralized intermodal center Tryon Street was relieved of some pedestrian congestion, particularly in front of the store fronts leading to Nationsbank's new headquarters. Construction of the CTC relieved congestion on Tryon St. and provided a much more functional intermodal center for transit passengers.

Nationsbank paid for the construction of the \$9.6-million facility in exchange for the 2.5-acre parcel of land, which had been owned by the city. CATS leases the transit portion of the facility, pays for additional security and pays for a portion of the operating cost of the facility, which is prorated on the basis of occupied space. The CTC has 26 bus bays, provides service to the Lynx light rail system, and includes a food court, US Post Office branch, retail space, a transit information center, and office space used by the school board. Lease payments from CATS and from the mixed use leaseholders are retained by Bank of America. Management and operation of the CTC is administered by a four member board consisting of two Bank of America representatives and 2 CATS representatives.

Ground Transportation Center – Cedar Rapids, IA

The Ground Transportation Center is located just a few blocks south of the 2nd Ave Bridge across the Cedar River in the central business district of Cedar Rapids.



Figure 2 Ground Transportation Center Source: KCRG.com

The Iowa Department of Transportation and Cedar Rapid Transit were awarded a grant from the Urban Mass Transportation Administration through the Urban Initiatives Program for the Ground Transportation Center (GTC) at the end of 1979. The purpose of this grant was to promote urban revitalization through public-private transit related development. In 1981, developers were selected for the project, but as the economy declined the developers pulled their support. At the end of 1981, a new developer took over the development rights for the housing and office portions of the GTC in exchange for \$10 million in Industrial Revenue Bonds with a cap of 10% interest (much better than prevailing rates at the time). The developer also benefitted from not having to pay for land and instead leased the air rights to the transit station that was built using federal grants. The original developer for the office building retained ownership of one floor of the building. Each of the other floors was sold and the new owners could either use or lease the space while paying taxes to the city.

The Ground Transportation Center includes a 13 story office tower and a 40 unit apartment complex, in addition to the transportation center. A Montessori school for children aged two to six was opened in the first floor of the office complex. In the waiting area, vending machines are available and on the 2nd floor of the office building, a cafeteria is open to the public.

Revenues from the Ground Transportation Center (as of 2004) include \$60,000 per year from the Montessori School, \$48,000 per year from the office tower, \$20,000 per year from the 40-unit

apartment complex, and \$25,400 from the private intercity bus service. These revenues make up approximately 90 percent of the Center's \$170,000 annual operating budget. Additionally, the buildings previously located at the site generated just \$33,000 in tax revenues for the Tax Increment Financing district; the office tower now generates \$300,000 per year. Regrettably the Transportation Center was severely damaged in a recent catastrophic flood and is undergoing major repairs, though the Montessori School has now been reopened.

Dadeland South – Miami, FL

Dadeland South is the southernmost MetroRail station and is located in Kendall, a suburb just to the south of Miami. The station serves as a major connector and transfer point between the South Miami-Dade Busway and MetroRail and is located near the Dadeland Mall and The Falls Mall (via the Busway).

In 1982 Green Datran Center, Ltd. agreed to a land swap with the County in exchange for development rights at the station and surrounding areas. Initially, Miami-Dade Transit was going to purchase a piece of the land to develop a transit station. Rather than simply sell the land, Green Datran Center, Ltd.



Figure 3 Dadeland South Source: Google Street View

proposed to donate the land to MDT in exchange for air rights at the station as part of a joint development. Green Datran Center, Ltd. was awarded development rights with a lease through December 2082. The development was built in four phases and the station has been in operation since 1984 with the final phase finished in 2008. Additionally, Dade County issued \$11.5 million in industrial revenue bonds for the construction of the 1,650 space parking garage. The debt service for these bonds comes first from the rent paid by the development and then net operating revenue from the parking garage. One-thousand spaces in the garage are reserved for transit users.

Phases 1 and 3 include two office buildings offering 476,412 square feet of office space, 35,000 square feet of retail space, and 3,500 parking spaces. Phase 2 includes the Miami Marriot Dadeland Hotel and Conference Center with 302 rooms. Phase 4A includes an 18 story office building (ground floor, 8 floors of offices and 9 floors of parking) for a total of 152,014 square feet of space. Phase 4B includes a 15 story office building (ground floor, 8 floors of offices and 6 floors of parking) and offers 119,516 square feet of ground floor retail space. The joint development at Dadeland South generates over \$1 million per year for Miami Dade Transit.

Easton Transit Center – Columbus, OH

The Easton Transit Center serves the Easton development, approximately 10 miles from Downtown Columbus via I-270. The transit center is just north of the Easton Town Center, a major shopping mall, and adjacent to the Easton Square Shopping Center, the location of a Walmart Supercenter and Sam’s Club.

The Limited, a major clothing retailer headquartered on the outskirts of Columbus, donated 2.6 acres of land valued at \$1 million for the construction of a transit center and day care near the Easton development. The Limited financed the Easton development and donated the land to facilitate greater accessibility for their workers. This donation was used as a local match for a FTA Livable Communities Grant for the transit center, daycare facility, and electric buses to serve the station and development.



Figure 4 Easton Transit Center Source: COTA Short Range Transit Plan

The Easton Transit Center includes a covered boarding area, as well as a 1,360 square foot enclosed waiting area. The indoor waiting area includes restrooms, ATM, and is staffed by an attendant. The Easton Transit Center also includes 41 parking spaces for commuters. Located next to the transit center is a 9,948 square foot day care facility. The day care can accommodate 135 children and is operated under a lease with COTA by Childcare Centers, LLC. Leasing revenue from the daycare covers maintenance costs for the transit center.

Linden Transit Center – Columbus, OH

The Linden Transit Center is located in South Linden, a low-income neighborhood approximately 2 miles north of Downtown Columbus. Prior to construction of the Linden Transit Center, South Linden had not seen significant redevelopment in decades.



Figure 5 Linden Transit Center Source: COTA Short Range Transit Plan

The Urban Growth Corporation, a non-profit development corporation, owned several parcels of land in Four Corners in South Linden. After COTA was awarded the FTA livability grant, the Urban Growth Corporation approached COTA about developing a transit center to serve the Four Corners area. COTA, The Limited, and the FTA came to an agreement to share a portion of the FTA grant for the Easton Transit Center with the Linden Transit Center. Approximately \$2.1 million in funds previously to be used to purchase electric buses at the Easton Transit Center were instead used for development of the Linden Transit Center.

The Linden Transit Center is a 20,500 square foot, two story brick building facing Cleveland Avenue, a major thoroughfare from Linden to Downtown Columbus. The center provides several services to the

surrounding community. A 104 child daycare operates at the facility and provides service for 18 hours per day. A small branch for Fifth Third bank is located on the first floor. COTA maintains a small office where customers can buy passes and pick up schedules and maps. The waiting area is also used for community meetings, job fairs, and as a voting location. On the second floor of the building there is a Childrens' Hospital clinic, offices for the Columbus Health Department, and a non-profit housing program for area residents. The annual operating cost of the Linden Transit center is fully paid for by the market rent from the agencies operating from the facility.

Denver Union Station – Denver, CO

Denver's Union Station anchors the northern end of the 16th St. pedestrian and transit mall which runs through the urban core. The mall is a major shopping and restaurant center. RTD provides the MallRide, a free bus which operates along the length of the mall, ending at Union Station. Union Station is a historic building and was first opened in 1881 to serve the four different rail lines that served Denver.



Figure 6 Union Station Source: RTD

Union Station is currently being redeveloped by the Union Station Alliance, a teaming of several private developers. Two developers responded to the RFP and the RTD board voted 14-0 in favor of Union Station

Alliance's proposal. The historic Union Station building will be redeveloped into a 130 room hotel with 22,000 square feet of retail space, and 100 daytime/200 night time parking spaces. Behind the historic building, the transit portion of the station will serve light rail, bus, Amtrak, and commuter rail with a 22 bay underground bus terminal being constructed below ground.

RTD will receive a total of \$65 million over the 60 year lease (\$1.08 million per year). The station is also expected to generate an additional \$142 million in lodgers tax, sales tax, and property tax over the same 60 year period. The cost to RTD for this redevelopment is \$17 million which will be provided through the sale of two nearby parcels of land and a \$5 million faster grant. The station is expected to open in the spring of 2014.

39th and Troost Metrocenter – Kansas City, MO

The Metrocenter at 39th Street and Troost Avenue is the busiest transfer center that Kansas City Area Transportation Authority (KCATA) operates. The MetroCenter is located in a historic residential area to the south of Downtown Kansas City and serves the Kansas City MAX bus rapid transit service, approximately 3.5 miles from Downtown Kansas City.



Figure 7 39th and Troost Metrocenter Source: Google Street View

The daycare was built as a public-private partnership between KCATA and the Kansas City Model Cities (KCMC) Child Development Corporation in 2002. The day care was opened with the hopes that it would boost ridership and provide additional revenue for KCATA. The exterior of the building was constructed using \$2.2 million in federal funds and \$560,000 in local funding. All interior construction costs for the daycare center were paid for by KCMC Child Development Corporation, totaling \$656,000.

The transit center includes 15,000 sq ft. for the day care and 1,200 sq ft. for the indoor transit center. The daycare can accommodate 100 children between the ages of 6 weeks and 5 years. The KCMC Child Development Corporation operates the daycare and pays market rent to KCATA for the facility as well as additional security costs necessary for the daycare.

Lindbergh Center Station – Atlanta, GA

The Lindbergh Center Station is located approximately 7 miles northeast of Downtown Atlanta off of I-85. The station is surrounded by high density residential as well as many large chain retail stores such as Target, Home Depot, and Marshalls.



Figure 8 Lindbergh Center Station Source: CooperCarry.com

In 1997, the Metropolitan Atlanta Rapid Transit Authority (MARTA) announced its plans to develop the 4.7 acres surrounding the Lindbergh Station into a transit oriented development. These lands were acquired with federal funds which meant they were previously unavailable for use as non-transit private development under the FTA Common Grant Rule.

After FTA revised this rule to allow for transit-oriented development MARTA was able to move forward with this development. MARTA partnered with Bellsouth, Federal Realty, and Post Properties to lease the property for development. These developers agreed to conform to MARTA's plans for the area as a transit-oriented development. To attract these developers, MARTA issued \$81 million in bonds to finance the landscaping, sewer, and parking facilities. The developers signed 99-year leases on the land.

The development includes 2.2 million square feet of office space for Bell South, 225,000 sq ft of additional office space, 300,000 sq ft of retail space, a 160 room hotel, 916 residential rental units, and

382 condominiums. The Lindbergh Center Station serves both the Red Line and Gold Line trains as well as connections to six bus routes.

A key benefit to MARTA of the Lindbergh Station is the increased operating revenue generated by such a large capital project. Annual revenues ramp up through 2030 as more space is leased and ridership increases. Once the development is fully leased, MARTA expects to realize \$6.6 million per year. Additional ridership is projected to increase revenues an additional \$6.65 million by 2030, for a total of \$13.25 million per year.

Holyoke Multimodal Transportation Facility – Holyoke, MA

Holyoke, MA is a city located just 8 miles north of Springfield with a population of 39,880 and is part of the Springfield Metropolitan Area with a population of over 550,000. The Holyoke Multimodal Transportation Facility is located in Downtown Holyoke. The structure used for the facility is the historic former Holyoke Fire Department Headquarters. The building was constructed in 1913, but has been vacant since 2001. The neighboring lot was used as a city parking lot, but was previously an automotive repair and fuel storage facility and was designated as a brownfield.



Figure 9 Holyoke Multimodal Transportation Facility
Source: Peter Pan Bus

The Pioneer Valley Transit Authority (PVTA) and the City of Holyoke partnered with the Holyoke Intermodal Facility, LLC, a Peter Pan Bus Lines, Inc company, to redevelop the facility as a multi-use transit center. The private partner contributed \$1.5 million and the City provided the building which was worth \$230,000. The remainder of the cost came from an FTA grant, several smaller federal grants, and the Commonwealth of Massachusetts.

The Holyoke Multimodal Transportation Facility is home to the Springfield-Holyoke-Chicopee Head Start on the 2nd floor and the Picknelly Adult and Family Education Center on the 3rd and 4th floors. Both of these schools have been very successful and have helped to improve the community. On the first floor there is a waiting area with ticket counter, public restrooms, and a small local cafe. The café is used by both transit and non-transit users and is take-out only. Seven bus bays were constructed in the neighboring lot. While previously passengers had to wait outside for their bus, now they can wait indoors and when the bus arrives they can walk under roofed walkways to the bus. Additionally, passengers previously waited at the park across the street which was damaging landscaping of the park. Now that the transfer center is available, passengers no longer wait for the bus at the park and the park is being rehabilitated. Intercity bus service is now available through Peter Pan Bus Lines, a private intercity bus service, which will also operate from the facility.

Orlando Park and Play

In the early 1980s, the City of Orlando developed a new park and ride garage to serve the free shuttle bus service to downtown employment centers. Incorporated into this space was room for a child care center. The development was known as the “Park and Play” project and also included covered walkway connections to the performing arts center, and a restaurant. The child care center was financed with funds from the city’s parking revenues. The Federal Transit Administration funded 80 percent of the parking garage costs and the land for the child care center.

Regrettably, the child care operation closed after 5-6 years, with indications it was undersized at 70 children. At the time, there were indications that the child care center needed to have capacity for 100 to make it a good for-profit proposition. Traffic and pedestrian patterns were much more conducive at that time to the concept. The transit and parking piece is still working and though there is occasional use and interest in the commercial space, it is not currently occupied. The park and ride shuttle service continues to operate and has transitioned into an element of the downtown Lymmo BRT circulator project.

Naming Rights and Sponsorship of Assets

Several transit agencies across the country have looked to private sponsorship through naming rights as a way to supplement their operating budget. These sponsorships can allow transit agencies to offer particular services that might otherwise have been cost-prohibitive. Locally, the TECO Line Streetcar is sponsored by Tampa Electric (TECO), which paid \$1 million for 10 years, or \$100,000 per year. Naming rights have also been sold at several TECO Line stations.

The Cleveland Regional Transit Authority (RTA) is a pioneer in the area of selling naming rights to an entire transit line. RTA has entered into an agreement with two local hospitals to rename the Silver Line BRT to The Healthline. This BRT system runs along Euclid Ave, a major thoroughfare through the heart of the city. The Cleveland Clinic and University Hospitals will pay a total of \$6.25 million over 25 years (\$250,000 per year) for the naming rights. These naming rights include logos and branding on all vehicles, stations, and promotional materials. The purpose of selling these naming rights rather than selling advertising at the stations and buses is to maintain a cleaner, sleeker look for the BRT and allow it to be differentiated from the typical local buses.

After seeing the success of the Cleveland Healthline, several other cities have begun to investigate the possibility of selling naming rights to their own assets. IMG Consulting has been retained to identify potential to sell transit naming rights for both Chicago Transit Authority and Capital Metro in Austin, TX. In each city, market research conducted by the agency and IMG Consulting found that their customers were receptive to the idea of selling naming rights, particularly in lieu of service cuts or fare increases.

The Chicago Transit Authority (CTA) has created a Corporate Partnership Program to find long term sponsors for key assets. This sponsorship varies depending on the particular asset, but includes naming rights, advertising, company name and logo at the station, and promotion by CTA through a press release. CTA has established a set of criteria for all sponsorships including a minimum amount of time the company has been established in the U.S., the company must prove financial stability through two years of audited financial statements, the company must not have any history of fraudulent/unethical behavior, and the company must not be involved in particular areas (e.g., political parties or messages, religious groups, guns). Sample contracts are available through the CTA website as part of the RFP package.

Advertising on Fare Media

A number of transit agencies have sold advertising on their fare media. TCRP Synthesis 32: Transit Advertising Revenue: Traditional and New Sources and Structures reports on a 1997 survey of transit agencies that indicated 7 percent of agencies allow advertising on fare cards. Subsequently, TCRP Synthesis 51: Transit Advertising Sales Agreements reported that fourteen percent of the agencies responding to a survey had indicated they include advertising on fare cards, while eighteen percent include advertising on system and route maps. Notable transit agencies that sell advertising on fare cards include the Washington Metropolitan Area Transit Authority and the Metropolitan Transportation Authority of New York City which recently announced they will start allowing advertising on the front of MetroCards. In the past MTA has occasionally allowed advertising on the back of the cards.

Information Resources and Real Time Passenger Information

There have been several reports in recent years which indicate the meaningful benefits of real-time information to transit users. Specifically, the availability of real-time information generally reduces how long the user feels they have been waiting for transit and thus increases their perception of the service. There are several methods for providing this information to transit customers, including variable message displays at each station, text messaging systems, or smartphone applications.

The inclusion of an advertising message should be relatively straightforward. It is becoming more and more common for transit agencies to display next bus or next train information at major transit stations or intermodal facilities. The Port Authority Trans Hudson (PATH) was one of the early implementers of these systems and includes advertising messages. Other systems that have included advertising in variable message displays include the Greater Cleveland Regional Transit Authority, the Metropolitan Atlanta Regional Transit Authority, and the Southeastern Pennsylvania Transportation Authority. Of course the ability to gain advertising revenue is highly related to the volume of passengers in a particular location.

There are several examples of gaining advertising revenue through real-time and schedule based text messaging systems. Companies such as Route Match, owner of the RouteShout, offer these text messaging services to the transit agency for a fee, based on the volume of requests from users since the phone company charges for each message sent. Advertising within these text messages can serve to offset these costs. These advertisements generally take the form of a short local advertisement either at the end of the message if room is available or a teaser for the advertisement, such as the promise of a coupon in a separate text requested by the user. For example, Route Match identifies advertisements in the area of the requested bus stop and at the end of the message asks the user to respond to the message for a coupon to this local business.

Generating revenue through advertising within smart phone applications provides additional challenges. While ads are prevalent in these applications, there is no automated method for dividing ad revenues amongst the app developer and third parties. Additionally, for apps which work on multiple transit systems, deciding what portion of ad revenues generated came from which transit system would be difficult. This would complicate agreements with private application developers and lead to additional administrative costs. Alternatively, HART could take on the role of app developer and collect all generated revenues.

There is currently no standardized format for real time data being released by transit agencies to private developers. This makes development of smart phone applications and text messaging systems difficult

to implement and these systems must be agency specific. The USF Center for Urban Transportation Research has undertaken a research project to create a standard format protocol so that applications can more easily be developed that will work in many transit agencies and for a variety of mobile device formats. This will hopefully create an easier environment for the creation of mobile applications to display real time information.

Tri-Met in Portland, Oregon is a current leader in the dissemination of information for transit riders. Tri-Met releases its real time information using the general transit feed specification-realtime format (GTFS-realtime). All requests for real time information are read-only. Tri-Met limits the number of requests per AppID to 250,000 per day unless the developer requests the limit be raised. Their open-source approach has allowed developers to create nearly fifty different application tools in addition to Tri-Mets own Transit Tracker service which includes phone, text message, mobile web, and desktop web.

Relevant FTA and FDOT Rules

Federal Transit Administration Guidance

FTA's Grant Management Guideline indicates FTA encourages incidental uses of real property that can raise additional revenues for the transit system or, at a reasonable cost, enhance system ridership, subject to FTA approval. FTA's Best Practices Manual indicates their encouragement of transit-oriented joint development projects to secure a revenue stream for the transit system and help shape the community. It further elaborates that when the grantee retains effective continuing control for mass transit purposes, all proceeds are treated as program income for use by the transit system to meet capital and operating needs. The Manual also notes that competition is an important element in joint development projects. FTA guidance allows for in-kind contributions of real property to be considered as part of the match, based on independently appraised value.

FTA cites joint development benefits for both private and public interests. Private developers gain the accessibility advantages of proximity to transit stations, which can result in higher rents or greater occupancy. The transit agency benefits through cash payments and gains in ridership. The private and public organizations both can benefit from shared access, utilities, walkways, security, and maintenance.

FTA guidance specifically cites the eligibility of intercity bus and rail stations for joint development. However, the guidance also expressly limits the use of federal funds for the construction of a commercial revenue-producing facility, other than an intercity bus station. This makes it clear that while public and private interests can share facilities, the private sector must bear their fair share of costs. FTA guidance also allows for joint participation by non-profit organizations or other public uses.

Florida DOT Rules

Florida Statutes, Chapter 334.30, deals with Florida DOT participation in public private transportation facilities. This Chapter indicates the DOT can enter into agreements with private entities for the building, operation, ownership, or financing of transportation facilities.

Florida Statutes, Chapter 337.251 deals with the lease of property for joint public private development and with areas above or below department property. FDOT can lease the use of its property for a term not to exceed 99 years, including rights-of-way for joint public-private transportation purposes to

further economic development and generate revenue for transportation. FDOT can also lease the use of areas above or below state highways or other transportation facilities for commercial purposes.

Potential Applications for Private Sector Involvement with HART

The following are several possibilities for private sector involvement. While there may be other possibilities in the future, these selected opportunities either already exist or are in the process of being developed.

Marion Street Transit Center and University Area Transit Center

The Marion Street Transit Center (MTC) is located in northern downtown Tampa, approximately ½ mile from the major downtown area and approximately 1 mile from the Channelside district. The MTC is the busiest bus station operated by HART with approximately 10,500 passengers per day. The MTC is in the midst of planning an expansion to include covered bus bays in the parking lot to the north. There will be a covered walkway connecting these additional bays to the MTC building, but there are currently no plans for any major structural additions.

The University Area Transit Center (UATC) is located approximately 1 mile from the University of South Florida and is situated in between a Wal-Mart to the north and the VA hospital to the south. The UATC is the second busiest station operated by HART with approximately 7,500 passengers per day. There are currently no plans for any expansion of the UATC and the area surrounding the UATC is built-out.

With this significant concentration of riders, potential motivations for private sector participation include direct access to customers, advertising a product to transit riders, and potential joint development opportunities. Specific opportunities might include:

- Advertising on real time information signs.
- Naming rights for the transfer centers.
- Joint facility development with the private and/or public sector.

Advertising on real time information signs can either be from large corporate sponsorships, similar to naming rights, or smaller local advertising for area businesses. Ideally these local advertisements would point the transit rider to a particular business. At a larger scale, the naming rights of these stations could be sold. This would provide more visibility for the sponsor, and would be recognized by both riders and non-riders.

At these and other facilities, there may be opportunities for joint development either with the public or private sector. Private sector development can include a multitude of uses such as financial services, retail and service, or ticket sales. These private sector joint developments would either be through equity stake in construction of the project, or rental agreements with leaseholders within the facility built by HART.

In addition to joining with the private sector, there may be opportunities to partner with other public agencies. These partnerships could lead to lower capital and operating costs for all involved agencies through cost-sharing. Possible partners might include police facilities (which would include the added bonus of increased security), medical clinics, branch libraries, or other public uses.

Other Intermodal Center Opportunities

In conjunction with the MetroRapid North-South BRT, a 320-space park and ride is being developed within the Hidden River Corporate Park. Because of its location within a sizeable office park, joint uses

could be envisioned that would serve both the park and ride patrons and adjacent office park workers. One example might be a child care center that could cater to both park and ride patrons and office park workers. We also understand the Veteran's Administration is developing a health care clinic within the office park, though its location may make it difficult to integrate with HART's park and ride.

Finally, there are studies underway for a future West Shore Intermodal Center to facilitate travel around the Westshore area and to other parts of the region. While this project is more of a long term prospect, if it were to happen it might offer similar opportunities with access to a population demographic with significant purchasing power and advertising value.

MetroRapid BRT Routes

HART is currently implementing the MetroRapid North-South BRT Route, which links a newly developed park and ride in the Hidden River complex near I-75 and Fletcher Avenue to the University Area Transit Center, downtown Tampa and the Marion Street Transit Center. The BRT service will utilize Nebraska Avenue and Fletcher Avenue, and cover a distance of 17.5 miles, with access provided at 59 stations. Ridership on the service is expected to exceed 3,000 per day, with the largest stations in the 250 per day range. The system is incorporating fiber optic connections through the service corridors to provide both real time bus arrival information and transit signal priority. This fiber optic connection can also carry advertising messages to the station, particularly on the real time passenger information displays.

A second BRT route, the MetroRapid East-West BRT, is in the planning stage, with conceptual design work done but no immediate funding available. This second BRT route would connect Tampa International Airport with Temple Terrace City Hall via Dr. Martin Luther King Boulevard, Hillsborough Avenue, and 56th Street, a distance of 16.4 miles, featuring 23 stations.

While the new BRT will be HART's premium transit service, there may be similar opportunities associated with other high quality transit services, notably other park and rides and express services.

HART Information Resources

In addition to the potential for including private sector advertising as part of VMS signs at transfer centers or BRT station stops, there may be a potential for HART to earn revenue related to advertising through real time mobile device applications. HART's buses are currently equipped with GPS units that allow their location to be tracked in real time; however systems to allow the bus locations to be distributed to riders on a real time basis are not yet implemented.

While there may be a potential to incorporate advertising messages in real time bus location and text messaging systems, our judgment and that of experts in state of the art mobile applications is that monetizing real-time data will likely be difficult through mobile applications presently. The current industry practice is to open the data for private developers to create an application. While application developers could incorporate advertising, HART's ability to share in the advertising revenues would require HART to create a mechanism to monitor usage and collect a portion of that revenue. This would be very challenging and would require additional administrative costs.

It is likely that if HART allowed free access to their data on an open source basis there would be many developers that will take advantage of the opportunity. While this may not translate to direct revenue for HART, it would provide improved information availability for HART customers. There have been

several studies which link access to real time information with mode shift to public transportation, passenger perception of safety, and passenger satisfaction.

Fare Media

There is also a potential to allow advertising on HART's fare cards, or in the future on the implementation of smart cards for payment of transit fares. Global-5, a transportation communications and marketing firm based in Orlando is currently exploring the marketing of advertising on fare cards for a large transit agency.

Summary

This technical memorandum has identified a number of potential private sector partnership opportunities that merit additional exploration by HART. These opportunities are motivated by several factors such as access to riders as customers, advertising to transit riders, promotion as a "good corporate citizen", and economies of scale in construction and operations. Understanding these motivations and identifying the best options for private sector involvement will be key to the success of any such project.

Several descriptions of private sector participation in transit centers were provided in this memorandum. The purpose of these descriptions is to identify locations where the local transit agency was able to gain a new source of revenue through private sector participation, or acquire a new asset such as a transit facility that might not otherwise be attainable due to funding shortages. These descriptions will identify common types of private sector participation to aid in the search for opportunities for private sector participation with HART.

There are other opportunities for private sector participation aside from transit and intermodal centers. One new method several transit agencies have turned to for increased revenue generation is selling of naming rights to stations and other assets. Increased advertising revenue can also be found in advertisements on real-time information signs at stations, advertisements on fare media, and advertisements through mobile real-time information applications or text messaging.

This review has outlined the possibilities of raising revenues through more private sector participation in HART's assets. However, the magnitude of the revenues are unknown at this time; as a result, HART should further pursue these possibilities with serious consideration of the levels of staff time and effort needed and the anticipated revenue generation. It may not be possible to judge the revenue potentials without actually going out to the private sector with specific solicitations. In the course of this project research, we have identified communications and financing organizations that specialize in recruiting naming and advertising sponsors for transportation agencies. HART might consider inviting these organizations to assist in more specific evaluation of specific applications to HART's situations.

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Appendix A: Sample RFP for Naming Rights

The following appendix is a sample RFP for the Corporate Partnership Program from the Chicago Transit Authority. Digital copies of this RFP for the Belmont Station, and all other RFPs are available on the Chicago Transit Authority website (<http://www.transitchicago.com/partnership>).

**REQUEST FOR PROPOSALS FOR CHICAGO TRANSIT
AUTHORITY'S CORPORATE PARTNERSHIP PROGRAM**

BELMONT (RED / PURPLE / BROWN LINES)

NEXT STOP: BELMONT

MAKE THAT "YOUR STOP!" AND HERE'S WHY:

As a major transfer point between three lines with easy access to the popular restaurants, shopping and nightlife in Chicago's famous Lakeview neighborhood, Belmont is the ultimate stop to enjoy some of the best of Chicago's North Side.



Red / Purple / Brown	LINES
Elevated	TPOLOGY
4,209,947	2011 RIDERSHIP
5th	RIDERSHIP RANKING
Shops, Bars, Restaurants & Nightlife	KEY ATTRACTIONS AND BUSINESSES
945 W. Belmont Ave	ADDRESS
Lakeview	NEIGHBORHOOD



Exclusive Sales Agent: **IMG**

STATION RIGHTS AND BENEFITS

General Benefits

- Designation of the sponsored station as “[Company’s Name] - [Station’s Name]”.
- Press release announcing the Sponsorship.
- Right to CTA’s mark, logo and image for marketing and promotional purposes related to the Sponsorship, subject to CTA approval.
- Right to use sponsored station for media campaigns (limited to 1 time per year and subject to CTA approval).
- Annual partnership recap report from the CTA.
- Category/Product Exclusivity
 - CTA will not sell advertising within the sponsored station to any business in the same category as Sponsor.
 - CTA will not grant Brand Advertising Sponsorship Rights related to more than two other stations along the same rail line as the sponsored station to businesses in the same category as Sponsor.

Collateral Material and Signage Benefits

- Sponsor’s logo and/or name will appear on system maps and downtown transit sightseeing guides produced by CTA.
- Sponsor’s logo and/or name will appear on sponsored station’s informative and directional signage.
- Sponsor’s logo and/or name will appear on CTA’s informative and directional signage that refers to the sponsored station.



CORPORATE PARTNERSHIP PROGRAM

Advertising Benefits

- “Saturation” advertising program within the sponsored station, which includes advertising on all official and traditional existing advertising signage (excluding wall graphics, floor graphics, etc.).
- Right of first refusal to amplify advertising presence within the sponsored station from “saturation” to a “domination” advertising program, which includes wall graphics, floor graphics, etc. CTA and its advertising contractor will work with Sponsor to provide unique promotional and creative branding elements in station.
- Presence in each CTA Newsletter (published quarterly).

Online Benefits

- Sponsor’s banner or logo link on CTA’s website.
- Sponsor’s banner or logo link on CTA’s intranet.

On-Site Benefits

- Sampling and on-site activation at the sponsored station for up to twelve days per year, subject to CTA approval.
- Right to organize one promotional event at the station for up to a four-day period, subject to CTA approval.

Hospitality Benefits

- 10,000 one-day fare cards per year to utilize at Sponsor’s own discretion.
- Train charter (six cars) for one hospitality event per year (five-hour event).
- 1,500 CTA merchandise vouchers per year (valued at \$20 per voucher), redeemable at CTAgifts.com.

Media Benefits

- The CTA will make best efforts to reference partnership in media efforts when referring to the station.

Term

- The term of this agreement will be eight years, with two four-year options for renewal, to be exercised by mutual agreement.

Benefits provided on an annual basis.

Exclusive Sales Agent: IMG

REQUEST FOR PROPOSALS FOR CHICAGO TRANSIT AUTHORITY’S CORPORATE PARTNERSHIP PROGRAM – BELMONT (RED / PURPLE / BROWN LINES)

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SECTION I. INTRODUCTION

The Chicago Transit Authority (“CTA”) operates the nation’s second largest public transportation system, providing bus and elevated/subway train service for the City of Chicago and 40 surrounding suburbs. The CTA operates 24 hours a day, year-round. On an average weekday, approximately 1.7 million rides are taken on the CTA. CTA is an integral part of the Chicagoland regional economy and its mission is to deliver quality, affordable transit services that link people, jobs and communities.

CTA’s Corporate Partnership Program is a strategic initiative designed to create partnerships with well-established sponsors for a broad range of CTA assets.

This innovative program creates business across the board. It delivers exclusive opportunities, dynamic communication and promotion platforms, access to CTA’s world-class iconic assets, and integrated branding connections. The following asset is being offered by CTA as part of the Corporate Partnership Program:

- Belmont (Red / Purple / Brown Lines) – Please refer to page 2 for additional information

The Corporate Partnership Program provides partners with an opportunity for creative integration and partnership. The CTA’s goal is to develop long-term partnerships that will provide value. Strategic partnership opportunities may be customized to meet specific business objectives and will include a holistic combination of benefits, including: naming rights, branding, advertising, communication and promotion, online and on-site activation, etc.

SECTION II. EVALUATION PROCESS AND CRITERIA

All proposals will be evaluated by the CTA, which reserves the right to make an award, or choose not to award to any Proposer, on the basis of greatest benefit to the CTA. The evaluation will be based primarily on the written proposal. However, the CTA may also require oral presentations by those Proposers whose proposals are within the competitive range. Following the evaluation process, the CTA may select Proposers in the competitive range for negotiations.

The CTA reserves the right to reject any or all proposals or parts thereof as it deems necessary for any reason. In addition, the CTA reserves the right to make an award to one responsible submitter per sponsorship package, whose offer best conforms to the requirements of this solicitation and is most advantageous to the CTA, without oral presentations or negotiations.

GENERAL CRITERIA

1.1 Filter Criteria

- Proposers must meet the following criteria:
 - Business already established in the U.S. or has fulfilled all legal requirements/compliance to establish a business within the U.S.
 - Established for at least two (2) years
 - Financially stable (must provide the audited financial statements for last 2 years)
 - No history of fraudulent/unethical behavior
 - Satisfactory record of contractual performance
 - Businesses in the following categories will not be considered for participation: Adult Content, Betting/Gambling, Political Parties and Messages, Arms/Guns, Family Names, Religious Groups and Associations
- Additional Desirable Criteria
 - Corporate social responsibility policy in place or in-process

If all criteria listed under “Filter Criteria” are met, CTA will take into consideration the financial offers and implementation proposals for each asset, which are listed below in order of relative importance.

ECONOMIC CRITERIA

2.1 Financial Offer

2.2 Other

- Ideas on activating the Sponsorship deal
- Ideas on how to promote CTA
- Ideas on corporate social responsibility activities to be attached to the program
- Additional partnership and business generation ideas
- “Makes more sense”

The CTA retains the right to require additional information from any Proposer. A proposal found to be based on inaccurate or misrepresented information may be dismissed from further consideration at the CTA’s sole discretion.

Proposers in the competitive range (in contention for negotiations or award of the contract) may be required to make oral presentations. Failure of a Proposer to report for an oral presentation will be cause for dismissal of that Proposer’s submittal from further consideration. However, the CTA is not required to hear a presentation from any Proposer and reserves the right to issue a contract based on the initial proposal.

After determining which Proposers are in the competitive range, the CTA may conduct negotiations with those Proposers to discuss any deficiencies in their proposal and to ensure that the Proposers fully understand all the requirements of the RFP and have, or can obtain, the required documentation.

Should there be negotiations, the CTA will issue to those Proposers remaining in the competitive range an invitation to submit a Best and Final Offer (BAFO).

The BAFO response will reflect the Proposer’s final offer to the CTA and will be binding for award and execution.

At the conclusion of negotiations, and following receipt of any and all additional materials requested, CTA will determine a relative ranking of Proposers based on an all-inclusive evaluation.

SECTION III. RFP PROCESS AND SCHEDULE

Interested parties must submit proposals by completing the submission form in Appendix A, Disclosure of Ownership Affidavit (Appendix B), and Lobbying Certification (Appendix C), and sending five (5) copies of each to:

Todd Parker, IMG
304 Park Avenue South
New York, NY 10010

Proposal must be submitted by August 29, 2012 at 12:00 Noon (CT) via certified mail or via FedEx/UPS. Email submissions will not be accepted.

If you have any questions, please submit them in writing to Todd Parker (todd.parker@imgworld.com) before June 27, 2012 at 12:00 Noon (CT).

APPENDIX A - SUBMISSION FORM

Instructions: Complete the four sections of the submission form: A1. Background Information; A2. Financial Offer; A3. Additional Program Information; A4. Legal Clause.

A1. BACKGROUND INFORMATION

Primary Contractor:

A. Name of Business _____
Business Industry _____
Number of Employees: USA _____ Worldwide _____
Website URL _____
Business Address _____
City _____ State _____ Zip _____
Telephone Number _____ Fax Number _____

B. RFP Contact:

Name of Contact Person _____
Contact Telephone Number _____ Contact Fax _____
Contact Email Address _____

C. Business Federal Tax Identification Number _____

D. Year of Foundation/Incorporation _____

E. Have you ever had any prior relationship with the CTA as a vendor or lessee?

Yes ____ No ____ If yes, please explain: _____

- F. Does Business currently have a Corporate Social Responsibility (CSR) policy/activity?
 Yes _____ No _____ If so, please explain (attach additional pages if needed): _____

- G. Have any of the Business Owners ever been convicted of violations of federal, state or local laws (other than traffic violations) in connection with their professional role?
 Yes ___ No _____ If so, please explain (attach additional pages if needed): _____

- H. Has the Business filed for bankruptcy within the past seven years?
 Yes ___ No ___ If yes, provide discharge date _____
- I. Are there any pending or recent lawsuits against the Business or the Business Owners?
 Yes ___ No ___ If so, please explain (attach additional pages if needed): _____

- J. Has the Business ever been disbarred or disbanded from doing business by any local, state or government entity in Illinois?
- K. Is the Business up-to-date with all federal, state and local tax payments?
- L. Is the Business receiving any tax incentives from any Illinois state or local governments?
- M. Will the Business lay off any employees off as a result of this sponsorship?
- N. Has the Business received any federal or state "bail outs" and if so, have the funds been repaid? If not, will the company do so to in advance of the award of this sponsorship?

A2. FINANCIAL OFFER

To become a sponsor of “Belmont”, please provide a proposed annual sponsorship fee. Please note that a 5% annual escalator will be applied after the first year. The term of this agreement is eight years.

If you have any comments, please specify (attach additional pages if necessary):

If company is interested in any other CTA asset(s) not listed herein, please specify the asset(s) in order of priority, as well as your offer in terms of sponsorship package content, annual fee and term duration (attach additional pages if necessary):

A3. ADDITIONAL PROGRAM INFORMATION

Interested parties may use a separate Word document or Power Point presentation to present the information requested below, as well as any visuals they may consider.

- Specify any implementation and activation ideas regarding the asset.
- List additional rights and benefits in which Business is interested.
- List any potential marketing campaigns company is interested in co-branding as well as timeline for each.
- List any potential Corporate Social Responsibility activity company may incorporate with the Corporate Partnership program.
- List any additional partnership and business generation ideas.

A4. LEGAL CLAUSE

This completed document is submitted as our formal offer for the sponsorship of the assets listed above, together with any other additional benefits requested, on the terms set out in this clause. Once submitted, we agree that we will not withdraw or amend our application until the process for awarding sponsorship is completed. By completing and submitting this document, we agree that the CTA has complete and absolute discretion in assessing the suitability of our offer. We understand and accept that the CTA has no obligation to enter into any agreement, nor to discuss the basis for any decision not to progress with negotiations. We agree that all communications and any negotiations between us and the CTA are to be kept confidential and that no information will be passed to any third party except where required by law.

Signed by Print Name: _____

Authorized Signature: _____

Date Submitted: _____

APPENDIX B – DISCLOSURE OF OWNERSHIP AND INTERESTS AFFIDAVIT

Every Bidder or Proposer (referred to as “Bidder”) submitting a Bid or Proposal to the Authority for a Contract shall submit this Disclosure of Ownership and Interests Affidavit (hereafter Disclosure Affidavit or “Affidavit”). If the Bidder is a joint venture, the joint venture and each of the joint venture partners shall complete a Disclosure Affidavit.

Please print or type all responses clearly and legibly. If you need additional space for a response, attach extra pages. Please indicate the question to which you are responding on any extra pages you attach.

After reviewing your completed Disclosure Affidavit, the Authority’s General Counsel may require additional information to achieve full disclosure relevant to the Bid, or other applications.

Requisition Number: _____

Bidder Name: _____

Bidder Business Address: _____

The undersigned _____, as _____, and on behalf of _____
(Name) (Title) (Business Address)

(“Bidder” or “Contractor”), having been duly sworn under oath certifies as follows:

DISCLOSURE OF OWNERSHIP INTERESTS

Indicate below whether the Bidder is an individual or a legal entity and, if a legal entity, indicate the type of entity. Then complete Part (A), (B), (C), or (D) below as applicable. All Bidders shall complete Part (E). For Bidders that are sole proprietorships, Part (E) is the only section of Part I that shall be completed. For Bidders that are joint ventures, the joint venture and each member must complete a separate form. Identify all layers of ownership if the firm has a parent firm.

- | | |
|-----------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Business corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Not-for-Profit corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Partnership |
| | <input type="checkbox"/> Other _____ |

CORPORATIONS (FOR-PROFIT AND NOT-FOR-PROFIT)

This information must be provided for the corporation and for any parent corporation.

1. Incorporated in the State of _____

2. List below the name and title of all officers of the corporation:

Name	Title
_____	_____
_____	—
_____	_____
_____	—
_____	_____

3. List below the name and title of all directors of the corporation:

Name	Title
_____	_____
_____	—
_____	_____
_____	—
_____	_____

TO BE COMPLETED BY FOR -PROFIT CORPORATIONS ONLY:

1. Is the Corporation listed on the New York Stock Exchange? [] Yes [] No

If the Corporation is listed on an exchange other than the New York Stock Exchange, the name of the exchange is: _____

2. If there are fewer than 100 shareholders, list below the name, business address, and percentage of ownership interest of each shareholder:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

3. If there are 100 or more shareholders, list below the name, business address, and percentage of ownership interest for each shareholder who owns shares or options equal to or in excess of 5% of the ownership of the corporation:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

TO BE COMPLETED BY NOT-FOR-PROFIT CORPORATIONS ONLY:

List below the name and business address of officers, trustees and board members.

Name	Business Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. PARTNERSHIPS

List below the name and business address and the percentage of ownership interest for each general, limited, or individual partner entitled to receive 5% or more of the profit derived from partnership activities. The names of all individuals in such partnerships must be listed.

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

C. LIMITED LIABILITY COMPANIES

1. List below the names and titles of the officers, if any. If there are no officers, write "none":

Name	Title
_____	_____
_____	—
_____	—
_____	—

2. List below the name, business address, and percentage of ownership interest of each (i) member and (ii) manager.

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

D. LAND TRUSTS, BUSINESS TRUSTS, ESTATES, AND OTHER SIMILAR ENTITIES

1. Trust name and number, or other information identifying the trust: _____

2. List below the name and business address of all trustees:

Name	Business Address
_____	_____
_____	_____
_____	_____

3. List below the name, business address, and percentage of ownership interest of all beneficiaries:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

E. ADDITIONAL INFORMATION - TO BE COMPLETED BY ALL BIDDERS

1. Is any ownership interest in the Bidder held by one or more agents or nominees on behalf of another individual or legal entity? [] Yes [] No
 If Yes, list below each principal's name, business address, percentage of ownership interest, and the name of the principal's agent or nominee:

Name	Business Address	Ownership Interest	Agent/Nominee
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

2. Is the Bidder or any ownership interest in the Bidder, constructively controlled by another individual or legal entity, other than an agent or nominee disclosed above? Yes No

If Yes, list below the name and business address of each individual or entity possessing constructive control, the party whose interest is controlled, and the relationship between the two under which the control is or may be exercised:

Name	Business Address	Name of Party Whose Interest is Controlled	Relationship
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

3. Is any stock or beneficial interest in the Bidder held by a corporation or other legal entity? Yes No

If Yes, each such corporation or other legal entity shall make all disclosures requested in Part I (Disclosure of Ownership Interests) of this Disclosure Affidavit and shall certify all information provided.

4. Is any ownership interest held by a current or former CTA employee? Yes No

If Yes, provide names and amount of ownership interest:

Name	Ownership Interest
_____	_____ %
_____	_____ %
_____	_____ %

5. Is any current or former CTA employee employed by the Bidder: Yes No

If Yes, provide name, title and areas of responsibility:

Name	Title	Areas of Responsibility
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: The information provided in this form, shall be kept current. In the event of material changes, the Bidder shall supplement this Affidavit, up to the time the Authority takes action on the Bid, or other application for which this Affidavit is being submitted.

BIDDER:

By _____
(If a corporation and signed by any person other than the President or Vice-President, a certified copy of a resolution or by-law authorizing such person to sign, must accompany this contract)

NOTARIZATION - REQUIRED

State of _____

County of _____

Signed and Sworn to before me on
this _____ day of _____, 2012

By _____
(Signature of Notary Public)

(NOTARY'S SEAL)

APPENDIX C – LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

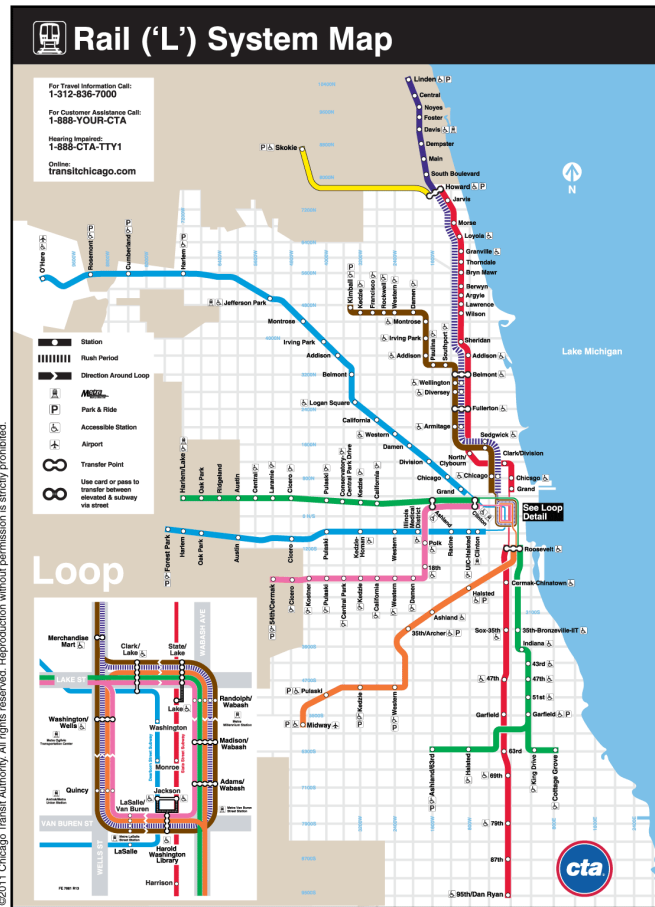
Executed this _____ day of _____, 20_____.

By: _____

(Type or print name of contractor)

(Signature of authorized officer)

APPENDIX D – SYSTEM MAP



APPENDIX E – HISTORICAL RIDERSHIP DATA

Note: Ridership information is historical and does not offer any guarantee of future ridership levels or characteristics on the part of CTA.
 Source: Annual Ridership Report 2011 and 2010.

Annual Ridership per Station

Stations	2011 Ridership
Chicago	5,139,258
Fullerton	4,252,530
Belmont	4,209,947
95 th	4,019,996
Grand / State	3,510,274
O'Hare	3,332,138
Addison	2,922,668
Midway	2,652,740
79 th	2,533,873
North / Clybourn	1,811,382
Ashland / 63 rd	492,569

Annual System Totals (Actual)

	2010	2011
Bus	306,023,976	310,373,063
Rail	210,849,081	221,587,190
System Total	516,873,057	531,960,253

System Daily Averages

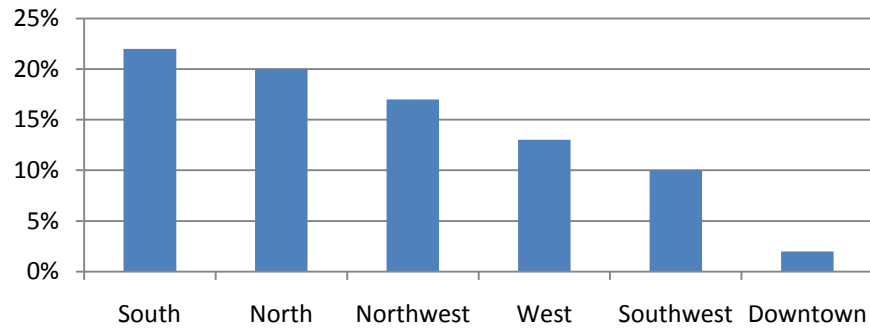
	Average Weekday		Average Saturday		Average Sunday	
	2010	2011	2010	2011	2010	2011
Bus	973,062	984,918	623,631	640,047	433,016	447,180
Rail	671,261	703,326	422,059	447,605	301,402	326,956
System Total	1,644,323	1,688,245	1,045,690	1,087,653	734,419	774,137

APPENDIX F – PROFILE OF CTA RIDER

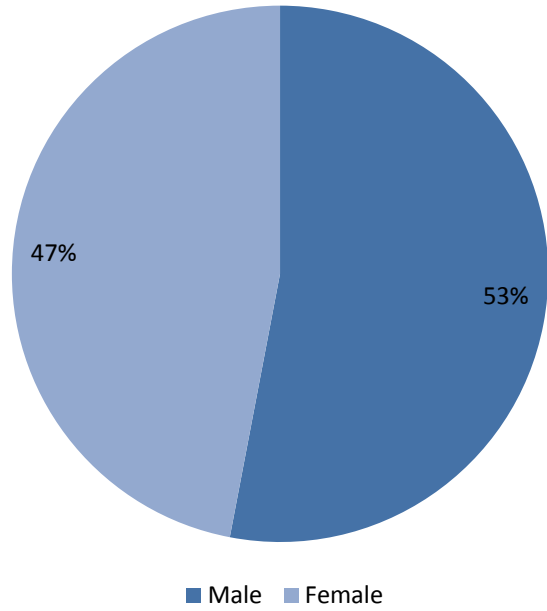
Note: Ridership information is historical and does not offer any guarantee of future ridership levels or characteristics on the part of CTA.

Source: Riders/Non-Riders Behaviors & Attitudes Survey 2010

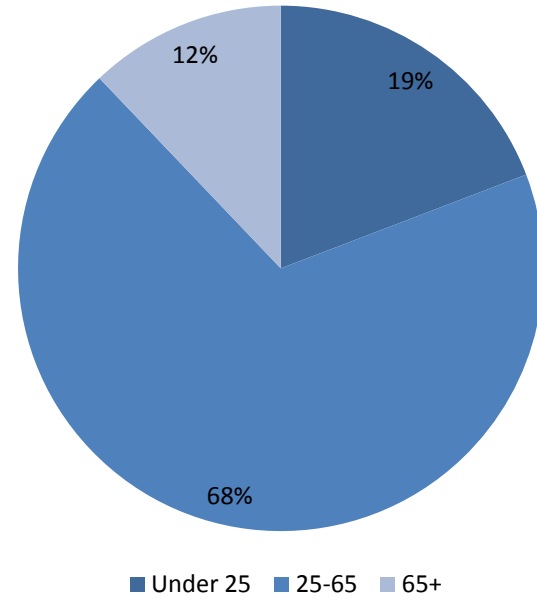
Residence



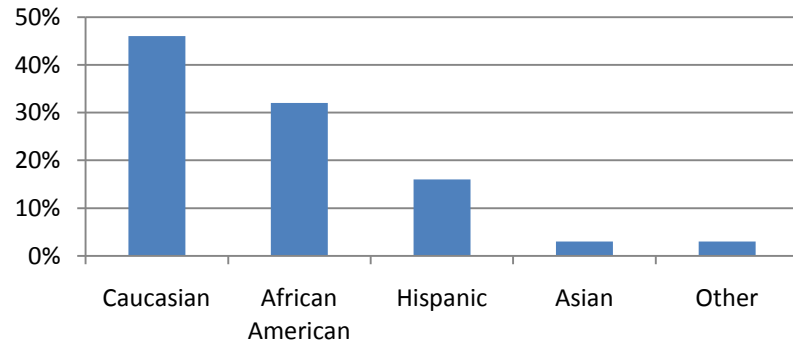
Gender



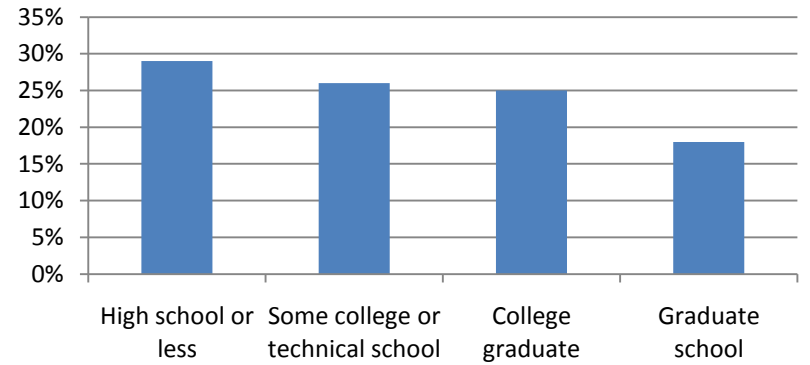
Age



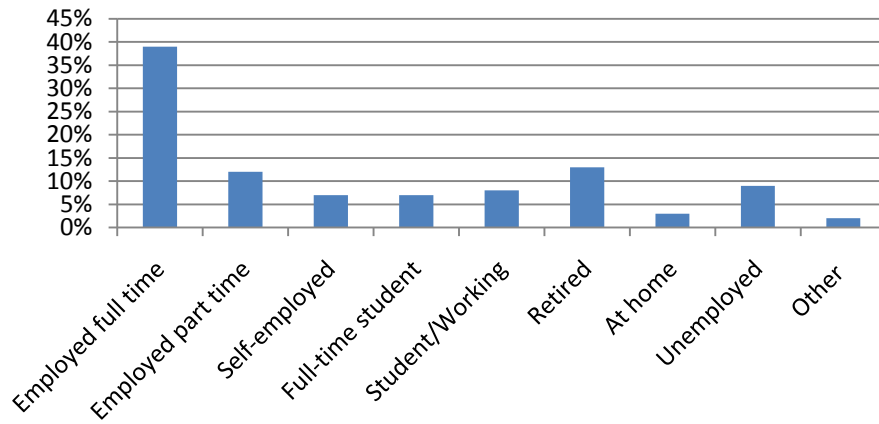
Ethnicity



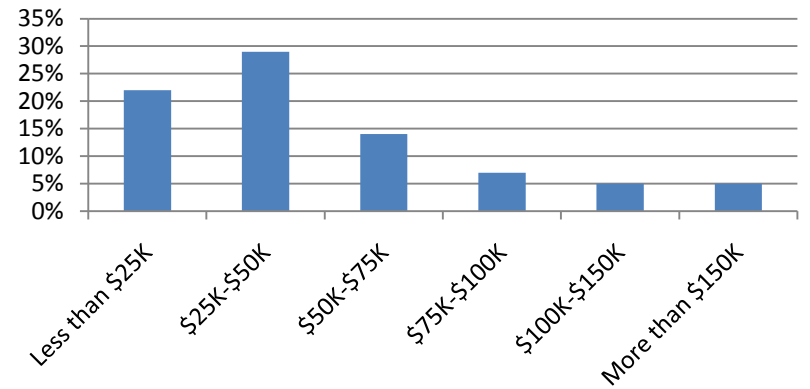
Education



Employment



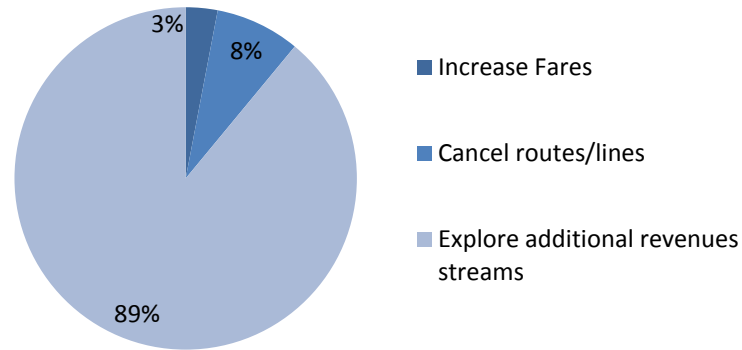
Household Income



APPENDIX G – NAMING RIGHTS SURVEY RESULTS

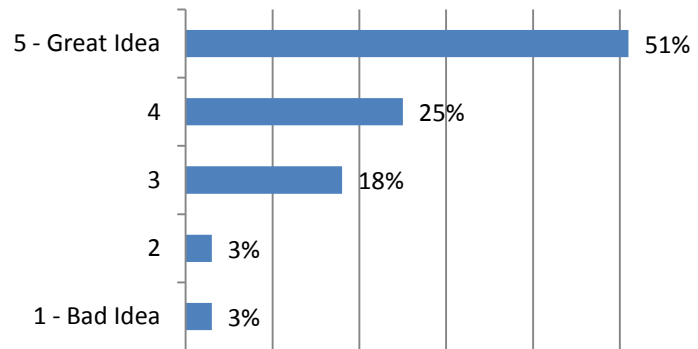
Source: 500 Surveys; Year 2011

1. In order to serve Chicago’s population to its best ability, the CTA looked to fill financial efficiencies while improving customer relations. Please choose one of these 3 options to that will keep CTA’s cost down while maintaining and/or improving service to the community:
- Increase fares
 - Cancel routes / lines (less loaded / productive / used)
 - Explore additional revenue streams / other ways to get funding for service



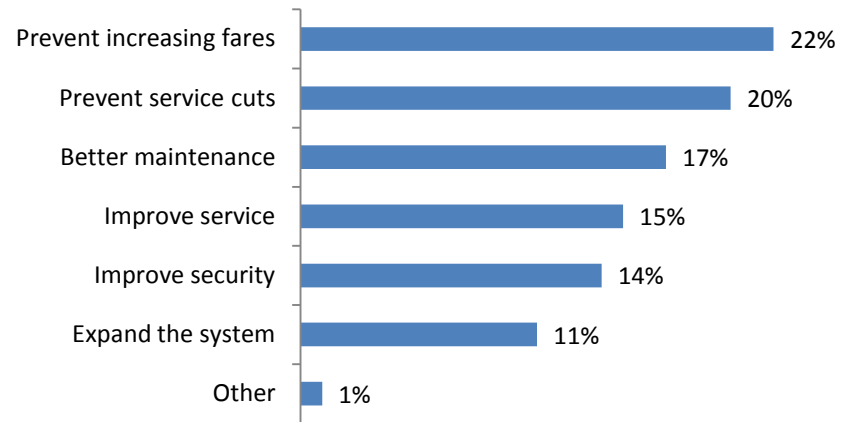
Exploring additional revenues streams is the most preferred option for the CTA to reduce its deficit.

2. What is your overall impression of Naming Rights Sponsorship for the CTA? On a scale of 1 to 5, where 1 means “Bad Idea – Let’s Pass”, all the way to 5 which means, “Great Idea – Let’s do it”.



Over 90% are positive about Corporate Sponsorship as a way to generate additional revenue for the CTA and reduce its deficit.

3. How do you think corporate sponsorship packages / naming rights will impact the Community?

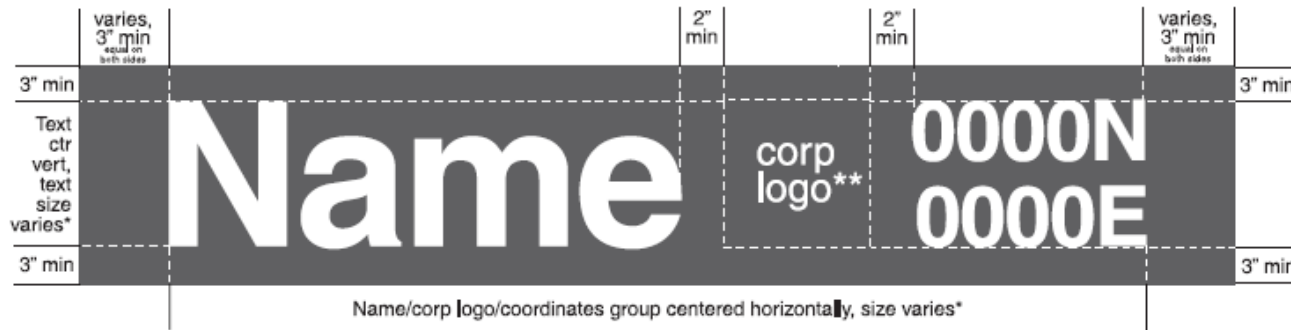


The community believes they will be positively impacted by this program.

APPENDIX H – ILLUSTRATION OF SIGNAGE

Design for Sponsored Station Name Signs

Layout guide (sign is 96" x 18"):



* Station name text size varies according to the length of the name. Maximum text size is 10" cap-height; minimum text size is 4" cap-height. Text can be stacked on two lines if length of name and space available requires it. The name, corporate logo, and address coordinates are a group, and are scaled larger or smaller as a group so that their proportions to one another remain the same. This grouping is centered both vertically and horizontally on the sign blank, with minimum margins as noted.

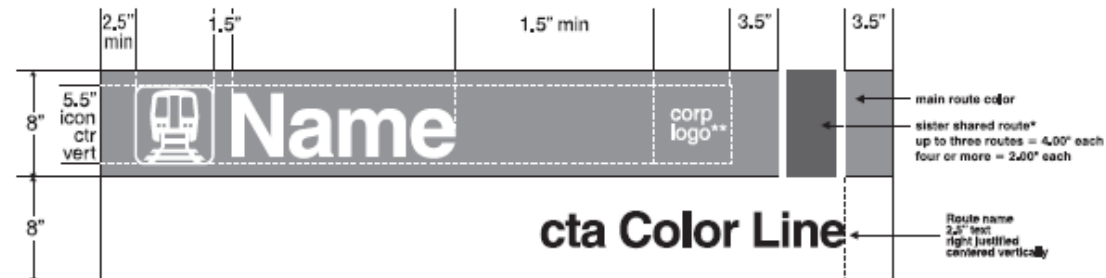
** Corporate logo may be graphic, text, or both, although a graphic (logo, logotype, icon, etc.) is recommended. Logo would be centered between the station name and address coordinates, with 2-inches minimum separating them. The logo's allowable space is square, with the height equal to the cap-height of the station name.

Example:



Design for Sponsored Station Entrance Signs

Layout guide (sizes vary, example shown is typical 60" x 16" sign):



* Station name text size varies according to the length of the name. Maximum text size is 4.5" cap-height; due to the height most entrance signs are posted, minimum text size is 2-3" cap-height (depending on height of sign) per ADA Standards for Transportation Facilities 703.5.5.

"Sister shared route" color bands only appear on signs at stations with more than one route. If station only has one route, vertical band is omitted and corporate logo may be placed 3.5" in from edge of sign.

If existing/standard entrance sign size cannot accommodate the full sponsored name of the station at a text height that meets ADA guidelines, corporate logo may be omitted and/or sign may be replaced with one of larger size. Layout proportions would remain the same on larger sign. Cost of replacement, including any alterations to mounting hardware, would also be borne by the sponsorship.

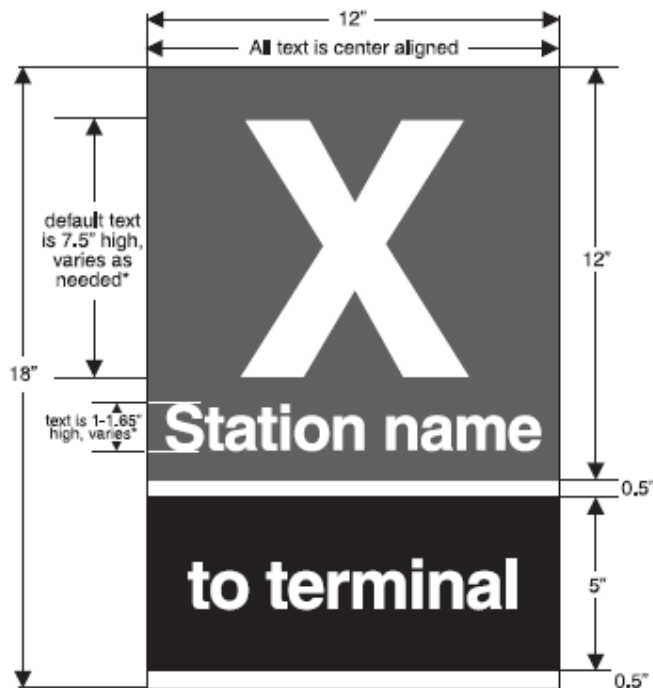
** Corporate logo may be graphic, text, or both, although a graphic (logo, logotype, icon, etc.) is recommended. The logo's allowable space is square, with the height equal to the size of the train icon.

Example:

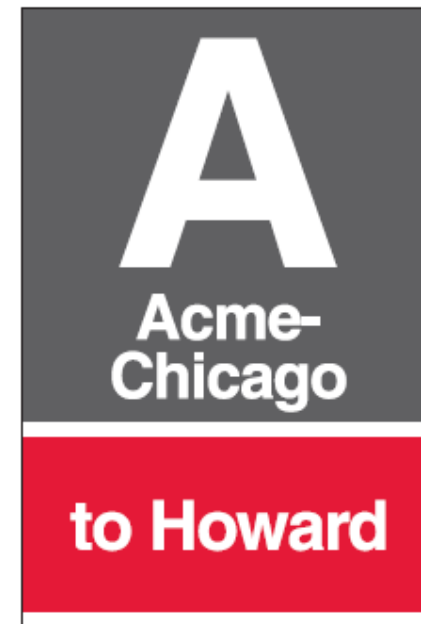


Design for Sponsored Station Symbol Signs

Layout guide (sign is 18" x 12"):



Example:



* Station name text size varies according to the length of the name. Maximum text size is 1.65" cap-height, minimum text size is 1" cap-height. If at 1" cap-height name cannot fit on one line, name may wrap to more than one line. Maximum number of lines permitted for the station name is three lines. As station name wraps to more lines, the size of the large initial above gets proportionally smaller. If station name is on two lines, initial height is approx. 7"; if station name is on three lines, initial height is approx. 6.5". Exact text height may vary at the discretion of Signage & Wayfinding Dept. according to the needs of the layout and the words to be accommodated.

Corporate logo does not appear on this sign.

APPENDIX I – SAMPLE AGREEMENT

**CONTRACT BETWEEN
THE CHICAGO TRANSIT AUTHORITY**

and

[CORPORATE SPONSOR]

For Brand Advertising Sponsorship Rights

This Contract is made and entered into as of the ____ day of _____, 20__, by and between _____, a [TYPE OF COMPANY] having its principal place of business at _____ (hereinafter referred to as the “Sponsor”), and Chicago Transit Authority, an Illinois municipal corporation having its principal place of business at 567 West Lake Street, Chicago, Illinois, 60661-1498 (hereinafter referred to as the “CTA”).

WHEREAS, the CTA is engaged in the operation of a transit system in the City of Chicago, Illinois and certain portions of the suburban area adjacent thereto (“CTA Service Area”), using buses and rail cars; and

WHEREAS, the CTA desires to generate revenue to defray the costs of its operations; and

WHEREAS, the Sponsor is engaged in the Sponsor Business, as defined herein, and desires to promote the Sponsor Business by purchasing Brand Advertising Sponsorship Rights to an element of CTA’s transit system;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Definitions

In this Agreement:

“Advertising Contractor” means the third party, if any, engaged by CTA to sell advertising on CTA property;

“Advertising Rights” means the right to advertise on or in the Asset in locations where advertising is ordinarily and customarily displayed and at locations authorized by CTA on CTA buses, rail cars, subways, rail stations, park ‘n ride lots, fare media and any buildings, substations and other property designated by CTA, as defined by CTA’s agreement with its Advertising Contractor and granted to such vendor, if any;

“Agreement” means this agreement including all appendices and schedules thereto;

“Agreement Date” means the effect date of this Agreement;

“Asset” means the element of CTA’s transit system for which Brand Advertising Sponsorship Rights are granted through this Agreement, as specified in Section 2 and Schedules A and B;

“Brand Advertising Sponsorship Rights” means the specific rights granted in Section 2 and Schedule A of this Agreement;

“Category” means the segment of products or services offered by the Sponsor Business as commonly understood by the general public;

“Concessionaires” means those third parties who have been granted rights by CTA to occupy and sell goods and services on CTA property;

“Sponsor” means [COMPANY NAME], which, pursuant to this Agreement, has the right to exercise the Brand Advertising Sponsorship Rights specifically granted in Section 2 and Schedule A of this Agreement;

“Sponsor Business” means [_____].

2. Grant of Brand Advertising Sponsorship Rights

CTA hereby grants to Sponsor the Brand Advertising Sponsorship Rights and benefits described in Schedule A for the term of this Agreement as defined in Section 13 in exchange for the payment to CTA of [YEAR 1 BASE PRICE] per year, which shall escalate at [5%] per year.

3. CTA's Obligations

During the Term of this Agreement, CTA will:

- a. Provide the benefits described herein and in Schedule A;
- b. Maintain the Asset consistent with CTA's usual course of business; and
- c. Repair damaged signage and replace missing signage related to the Brand Advertising Sponsorship Rights.

4. Ancillary Benefits Applicable to Rail Stations

- a. During the Term of this Agreement, Sponsor shall have a right of first offer to purchase additional advertising beyond that provided in Schedule A on or in the Asset from CTA's Advertising Contractor or CTA, as the case may be, on terms and conditions set forth herein (the "Advertising ROFO").
 - i. Pursuant to the Advertising ROFO, Sponsor has the first right to place advertising on or in the Asset in any medium permitted by CTA and in any and all locations approved by CTA for advertising on or in the Asset, which may include advertising on or in any displays, seats, benches, kiosks, turnstiles or other equipment, walls, ceilings, billboards or signs. Where the right to sell such advertising has been granted to CTA's Advertising Contractor, Sponsor may purchase such advertising pursuant to the Advertising ROFO at rates acceptable to Sponsor and CTA's Advertising

Contractor. Where CTA has reserved the right to sell certain advertising, or otherwise has not granted the right to sell certain advertising to a third party, Sponsor may purchase such advertising pursuant to the Advertising ROFO at rates acceptable to Sponsor and CTA.

- ii. The Advertising ROFO will attach to advertising locations on or in the Asset when the advertising campaign, if any, for such locations in place upon commencement of this Agreement shall terminate.
- iii. If Sponsor chooses not to exercise the Advertising ROFO with respect to any advertising in or on the Asset within 30 days of receiving notice of the availability of such advertising space, CTA or its Advertising Contractor, if any, shall be entitled to sell such spaces to any third party advertiser. At the end of the term of any such agreements with third party advertisers (or sooner termination of such agreements), the Advertising ROFO will reattach and Sponsor will once again have the right of first offer to purchase advertising on or in the Asset as provided herein.

5. Limitations of Rights Granted to Sponsor

- a. The Brand Advertising Sponsorship Rights exclusivity granted under this Agreement shall not apply to Advertising Rights, which are granted separately by CTA to its Advertising Contractor, except as specifically provided herein.
- b. This Agreement shall not grant to Sponsor a right of entry to any CTA property or element of CTA's transit system, including the Asset, except as specifically provided herein.
- c. The Brand Advertising Sponsorship Rights exclusivity granted under this Agreement shall not extend to property within or adjacent to the Asset occupied by Concessionaires vending goods or services to the public and shall not apply to any rights granted to Concessionaires.
- d. CTA's automated announcements will not reference Sponsor.
- e. Sponsor is not granted any rights beyond those specifically delineated in this Agreement.

6. Limited License to Use Trademarks and Service Marks

- a. Subject to the terms of this Agreement and provided Sponsor is not in breach of any term or condition hereof, CTA grants Sponsor the non-exclusive and royalty-free license to use the CTA trademarks, service marks, logos, and any secondary marks (“CTA Marks”) to identify Sponsor as the sponsor of the Asset identified herein in connection with advertising and promotional activities of Sponsor, as approved in writing by CTA. Any and all materials produced by Sponsor, or other planned promotional activity, using the CTA Marks must be submitted to CTA for review and prior approval, which approval shall not be unreasonably withheld.
- b. During the entire Term of this Agreement, Sponsor grants to CTA the non-exclusive and royalty-free license to use Sponsor’s trademarks, service marks, logos, and any secondary marks (“Sponsor Marks”) to identify the Asset in connection with maps, signage, and informational, advertising and promotional materials. Such license shall extend to third parties to the extent necessary to produce and distribute materials referencing the Asset.
- c. Sponsor acknowledges that the size of its logo and the size, color, and font of its name to be used by CTA on CTA’s maps, signage, and promotional and informational material, the license to which extends to third parties to the extent necessary to produce such maps, signage, and promotional and informational material, shall be at the absolute discretion of CTA.
- d. All rights of approval of the use of a trademark, service mark, logo or other identification of a party (the “Marks”) shall be a continuing right so that any party may later object to the use of the Marks that had been previously approved, should circumstances change or other reasons arise that, in the reasonable judgment of the party objecting, make continued use potentially damaging to reputation or image of the Marks or the objecting party.
- e. All uses of Marks by a party hereto shall inure to the benefit of the party granting the license in their own marks and not the licensee hereunder, including any goodwill that may arise from the use of the Marks. No licensee hereunder shall make any claim of ownership or other interest in any Mark licensed to them hereunder.

7. Sponsorship Fee

In return for the Brand Advertising Sponsorship Rights granted under this Agreement, Sponsor shall pay to CTA the total sum of _____ (the “Sponsorship Fee”), inclusive of a yearly [5%] fee escalator, over the course of the Initial Term, as defined in Section 13 of this Agreement. The Sponsorship Fee will become due and shall be paid according to the payment schedule in Schedule C.

All installment payments of the Sponsorship Fee that are not paid within ten (10) days of becoming due shall be subject to an annual rate of interest equal to the lesser of (i) the maximum rate of interest for which Sponsor may lawfully contract in the State of Illinois, or (ii) twelve percent (12%). Installment payments shall bear such interest from the first day due until paid and, in addition to such interest, Sponsor shall pay each month a late charge in the amount of \$100.00.

8. Sponsor Name or Logo Change

Sponsor may request that CTA use a new Sponsor name and/or logo in connection with the Brand Advertising Sponsorship Rights. CTA shall, within 30 days of receiving such a request, respond to Sponsor’s request, approval of which will not be unreasonably withheld. Any proposed new Sponsor name and/or logo that would, in the absolute discretion of CTA, damage the reputation of CTA or be likely to damage the reputation of CTA or would otherwise be inappropriate under the terms of this Agreement, or which would be confusing or otherwise not suitable, or which would interfere with rights granted by CTA to a third party, shall be grounds for reasonably withholding approval. If the proposed new Sponsor name and/or logo is not approved by CTA, CTA shall continue to use the original name and/or logo for the duration of the Term.

Sponsor shall bear the full cost, including labor, materials and production, of implementing the new name and/or logo on the Asset and throughout CTA’s transit system, including on all informational and promotional materials. CTA shall implement the new name and/or logo on the Asset and throughout CTA’s transit system within six (6) months of approving such change.

9. Interruption of Transit Operations – Force Majeure

In the event of a cessation or substantially limited operation of all or part of CTA's transit system relevant to this Agreement for any unforeseen reason whatsoever (including but not limited to strike, civil insurrection, or act of God) for more than thirty days consecutively, the Term of this Agreement shall be extended by one day for each such consecutive day of such cessation or substantially limited operation with no increase in the Sponsorship Fee. Sponsor will not be entitled to a refund of any portion of the Sponsorship Fee. CTA will not remove any signage related to the Brand Advertising Sponsorship Rights during any such cessation or substantially limited operation except upon mutual agreement of both Sponsor and CTA, unless such removal is necessary for safety or operational reasons.

10. Effect of Maintenance and Rehabilitation

CTA may undertake maintenance or rehabilitation projects during the Term of the Agreement which may require the temporary or permanent relocation or removal of signage related to the Brand Advertising Sponsorship Rights, or which may temporarily limit public access to the Asset. Sponsor acknowledges that such maintenance and rehabilitation are essential to CTA's operations, and, except as provided in this Section, there shall be no diminution of Sponsorship Fee payments due from Sponsor pursuant to this Agreement due to any change in the number, condition, or location of signage related to the Brand Advertising Sponsorship Rights, or the temporary limit of public access to the Asset, due to CTA's maintenance and rehabilitation projects, if any.

CTA shall use its reasonable best effort to notify Sponsor in advance of any maintenance or rehabilitation projects which will require the temporary or permanent relocations or removal of signage related to the Brand Advertising Sponsorship Rights, or which may temporarily limit public access to the Asset; provided, however, that no notice shall be required in the event of an emergency involving CTA's transit system.

If, as a result of maintenance or rehabilitation, an Asset is not accessible by the public for more than thirty days consecutively, the Term of this Agreement shall be extended by one day for each such consecutive day the Asset is not accessible to the public with no increase in the Sponsorship Fee. Sponsor will not be entitled to a refund of any portion of the Sponsorship Fee. CTA will not remove any signage related to the Brand Advertising Sponsorship Rights during any such time an Asset is not accessible to the public except upon mutual agreement of both Sponsor and CTA.

11. Public Relations

If at any time during the Term there are significant objections to the Sponsor holding Brand Advertising Sponsorship Rights to the Asset from the local Chicago community and such objections damage, or are likely to damage, the reputation of CTA, CTA and Sponsor will consult in good faith as to how to overcome such objections.

12. Indemnification

- a. By Sponsor: Sponsor will indemnify, protect, defend and hold harmless CTA, its board members, directors, officers, employees and agents, from and against any and all claims, costs, liabilities, losses, damages, injuries, judgments and expenses including, without limitation, attorneys' fees, court costs, and other legal expenses arising out of or resulting from:
 - i. any bodily injury, including death, personal injury or property damage arising out of Sponsor's operations;
 - ii. misrepresentation, breach of warranty or negligence of Sponsor, its directors, officers, employees or agents, or the non-fulfillment of any obligation or covenant made by Sponsor in this Agreement;
 - iii. design, production or use of any signage, or other materials provided to CTA in connection with this Agreement; and
 - iv. claims by any person or regulatory authority that any information or materials provided to CTA pursuant to this Agreement constitute a violation of applicable safety standards, law or regulation for use on equipment involved in public transportation.

- b. By CTA: To the extent permitted by law, CTA will indemnify, protect, defend and hold harmless Sponsor and its respective directors, officers, employees and agents, from and against any and all claims, costs, liabilities, losses, damages, injuries, judgments and expenses including, without limitation, attorneys' fees, court costs, and other legal expenses arising out of or resulting from:
 - i. any bodily injury, including death, personal injury or property damage arising out of CTA's obligations under this Agreement;
 - ii. misrepresentation or negligence of CTA, its board members, directors, officers, employees or agents, or the non-fulfillment of any obligation set forth in Section 3 of this Agreement; and
 - iii. construction or installation of signs and/or promotional materials produced by CTA in connection with this Agreement.

13. Term

- a. The Initial Term of this Agreement shall commence on the Agreement Date and shall continue for [TERM] (the “Initial Term”).
- b. This Agreement may be renewed, by the mutual agreement of the parties and under terms mutually acceptable to both parties, twice for additional periods of [1/2 of Initial Term] each (the “Renewal Term(s)”) following the end of the Initial Term. Sponsor must notify CTA in writing of its interest in renewing this Agreement 6 (six) months before the end of the Initial Term or the first Renewal Term.
- c. Should Sponsor and CTA not mutually agree to renew this Agreement, prior to the expiration of this Agreement, CTA may solicit bids from third parties to purchase Brand Advertising Sponsorship Rights to the Asset to commence at the end of the Term of this Agreement.
- d. The Initial Term and any Renewal Terms are collectively referred to herein as “Term”.

14. Termination for Breach

- a. Without prejudice to any remedy it may have against Sponsor for breach of any provision of this Agreement, CTA may, by written notice to Sponsor, terminate this Agreement with immediate effect if:
 - i. Sponsor commits a material breach of this Agreement and, if the breach is capable of remedy, fails to remedy the breach within 30 days after receipt of written notice from CTA describing in full the nature of the breach and remedy required by Sponsor.
 - ii. Sponsor or any of its affiliates engages in business that does not conform with the restrictions set forth in this Agreement and/or any other restrictions and/or ordinances imposed by the CTA and in effect during the Term of this Agreement, including, but not limited to, CTA’s Advertising Guidelines, which are incorporated herein as Schedule H.

- iii. Sponsor or any of its affiliates conducts itself in a way which damages the reputation of CTA or is likely to damage the reputation of CTA, either directly or by way of damaging the reputation of Sponsor. The determination of whether a Sponsor's activity damages or is likely to damage the reputation of CTA is in the sole discretion of CTA.
- b. Either party may terminate this Agreement immediately by giving notice to the other party if the other party files any voluntary petition in bankruptcy, suffers the appointment of a receiver or trustee to be filed, suffers its assets to be sold to satisfy a judgment of any court, makes any assignment for the benefit of its creditors, or is the subject of any involuntary petition in bankruptcy.
- c. Upon termination or expiration of this Agreement, all rights granted by this Agreement shall cease, except that this clause and those clauses the survival of which are necessary for the interpretation or enforcement of this Agreement shall survive termination or expiration of this Agreement and shall continue in full force and effect.
- d. Upon termination of this Agreement pursuant to this Section, Sponsor shall not be entitled to reimbursement of any portion of the Sponsorship Fee paid to CTA.
- e. Upon termination of this Agreement pursuant to this Section, CTA will remove references to the Sponsor from the Asset and other portions of CTA's transit system, as relevant. The Sponsor indemnifies CTA against all reasonable loss or expense incurred by CTA by such removal and creation of replacement materials.

15. Termination for Convenience

The CTA may terminate this Agreement, in whole or in part, at any time by written notice to the Sponsor if CTA is no longer able to operate the Asset for any reason. Upon delivery of written notice of such termination, all rights granted by this Agreement shall cease, except that this clause and those clauses the survival of which are necessary for the interpretation or enforcement of this Agreement shall survive termination of this Agreement and shall continue in full force and effect. Upon termination of this Agreement pursuant to this Section, CTA shall bear the cost of removing references to the Sponsor from the Asset and other elements of CTA's transit system that were placed in connection with the Sponsor's purchase of Brand Advertising Sponsorship Rights.

16. Entire Agreement; Amendment

This Agreement contains the entire agreement between the parties relating to the subject matter herein. This Agreement may not be altered, amended, changed, or modified in any respect without the written consent of both parties; said consent shall be in each party's sole discretion. With respect solely to financial terms, any such consent by CTA is subject to the approval of its Transit Board.

17. Assignment

Except as otherwise stated in this Agreement, neither Sponsor's nor CTA's interests or obligations under this Agreement may be assigned or transferred to another party without the prior written consent of the other party hereto, which may be granted or withheld in the sole discretion of that other party. Any attempted assignment without such consent shall be void *ab initio*.

18. Contact Persons

Each of the Sponsor and CTA will identify a contact person(s) with all contact information for this Agreement within thirty (30) days of execution. All communications and approvals required under this Agreement, unless specifically stated otherwise, shall be made to said contact person(s).

19. Contract Documents and Order of Precedence

The following constitute the contract documents. In the event of a conflict between the component parts of this Agreement, the order of precedence is as follows:

- a. This Agreement
- b. _____

c. _____

d. _____

20. Intention of the Parties

Sponsor and CTA each hereby represent and warrant that this Agreement is intended as a license for the use of CTA premises for the purposes and under the conditions set forth herein. Sponsor and CTA hereby expressly agree that this Agreement is not intended to convey any type of real property interest, leasehold or otherwise, in any CTA property to Sponsor. Sponsor hereby expressly disclaims any such real property interest.

21. Severability

If any provision of this Agreement is invalid for any reason, then the invalid portion shall not render invalid the remaining provisions of this Agreement that can be given effect without the invalid provision to carry out the intent of the parties as stated herein. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement will not affect the remaining portions of this Agreement or any part thereof.

22. State Law

This Agreement shall be construed according to the laws and constitution of the State of Illinois. The parties agree that the venue of any action commence in court for the purposes of interpretation, amendment, implementation, and enforcement of the terms and conditions of this Agreement shall be in a Cook County, Illinois court. If any court decision finds that one or more of the sections of this Agreement is illegal, then the remaining sections of the Agreement shall remain in effect.

23. Contract Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the terms or provisions. Words importing persons will include firms, associations, partnerships, trusts, corporations, joint ventures, and other legal entities, including public bodies, as well as natural persons. Words of gender will be deemed and construed to include correlative words of other genders. Words importing the singular number will include the plural and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements, addenda, and amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this Agreement. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

24. Counterpart Execution

This Agreement may be executed in multiple counterparts, which, taken together, shall constitute an original execution copy.

25. Authority

The persons signing this Agreement certify that they have the power and authority to enter into and execute this Agreement.

26. Waiver

The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

27. Entire Contract

This Agreement, including all documents that are expressly incorporated into the Agreement, constitutes the entire agreement between the Sponsor and the CTA with regard to its subject matter, and no other oral or written understandings, representations, inducements, consideration, promises, or interpretations are part of the Agreement. This Agreement may not be modified or altered except by written instrument executed by a duly authorized representative of each party.

28. Notices

Unless otherwise stated in this Agreement, notice to the CTA required by this Agreement shall be sufficient if sent by personal delivery, messenger, courier service, or fax, followed by certified mail, postage prepaid, addressed to the Contract Administrator or designee, at the Chicago Transit Authority official address. Notices to the Sponsor required by this Agreement shall be sufficient if sent by certified mail, postage prepaid, addressed to the Sponsor at the address set forth in the Agreement, or to such other addresses as the parties to the Agreement may designate in writing from time to time

Address for CTA:

Address for Sponsor:

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Contract in triplicate on the day and year first above written.

[SPONSOR]

CHICAGO TRANSIT AUTHORITY

By: _____
(Signature)

By: _____
(Signature)

Name

Forrest Claypool, President

Title

DATED: _____

State of _____

County of _____

Signed and sworn before me by the signatory whose name appears above on this: _____ day _____, 20_____.
(day) (month) (year)

My Commission expires: _____
(Signature of Notary Public)

Authorized by Ordinance No.: _____
of the Chicago Transit Board

Assistant Secretary

Approved as to form and legality for the sole benefit of the Authority. Subject to proper authorization and execution thereof.

Attorney

Schedule A

Brand Advertising Sponsorship Rights and Benefits

Schedule B

Description of Asset

Schedule C

Payment Schedule

- a. Year 1: [__%] of the Sponsorship Fee (AMOUNT), of which (INITIAL AMOUNT*) is due within 10 days of execution of this Agreement, and (REMAINING AMOUNT) is due within six (6) months of the Agreement Date.
- b. Years 2-__: [__%] of the Sponsorship Fee (AMOUNT) per year due in two installments -- one half (AMOUNT) due on the anniversary of the Agreement Date and one half (AMOUNT) due six months after the anniversary of the Agreement Date.

* Initial amount must exceed ____ to cover implementation costs.

All installment payments of the Sponsorship Fee that are not paid within ten (10) days of becoming due shall be subject to an annual rate of interest equal to the lesser of (i) the maximum rate of interest for which Sponsor may lawfully contract in the State of Illinois, or (ii) twelve percent (12%). Installment payments shall bear such interest from the first day due until paid and, in addition to such interest, Sponsor shall pay each month a late charge in the amount of \$100.00.

Schedule D

Sponsor Name, Logo and Marks

Schedule E

CTA Marks

Schedule F

CTA System Map

Schedule G

CTA Advertising Guidelines