

RESOLUTION NO. 2023-80

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO A FIVE-YEAR LICENSE AGREEMENT WITH LAMAR ADVERTISING OF YOUNGSTOWN, INC., DBA LAMAR ADVERTISING OF CLEVELAND, OH FOR OUTDOOR ADVERTISING STRUCTURES AT FIVE (5) LOCATIONS ON GCRTA PROPERTY

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") owns property that has been leased or licensed to various advertising companies for the purpose of installing, maintaining and operating advertising billboards since at least 2010; and

WHEREAS, Lamar Advertising of Youngstown, Inc., dba Lamar Advertising of Cleveland, OH ("Lamar") is the current owner of the billboards; and

WHEREAS, the Authority is currently a party to a License Agreement with Lamar for the licensing of five (5) billboard sites on GCRTA property that expires on October 1, 2023; and

WHEREAS, Lamar has agreed in principal to the terms and conditions of the proposed new License Agreement ("Agreement") for a five-year term and a new schedule of fees to be paid by Lamar to GCRTA; and

WHEREAS, the General Manager, Chief Executive Officer of the Authority deems the Agreement with Lamar to be in the best interests of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the General Manager, Chief Executive Officer is hereby authorized to enter into the Agreement with Lamar Advertising of Youngstown, Inc. dba Lamar Advertising of Cleveland, OH for the use of five (5) billboard locations during the five-year term, as specified in the Agreement.

Section 2. That the Authority will be paid an annual license fee of \$112,300.00 payable in monthly installments of \$9,360.00 each.

Section 3. That the Authority will use revenues from the Agreement to support its public transit system.

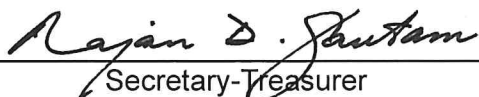
Section 4. That this resolution shall become effective immediately upon its adoption.

Adopted: September 26, 2023



President

Attest:



Secretary-Treasurer



TITLE/DESCRIPTION: LICENSE AGREEMENT FOR OUTDOOR ADVERTISING STRUCTURES AT FIVE (5) LOCATIONS ON GCRTA PROPERTY LICENSEE: LAMAR ADVERTISING OF YOUNGSTOWN, INC, TERM: FIVE (5) YEAR TERM AT \$112,300.00 PER YEAR, PAYABLE IN TWELVE (12) EQUAL MONTHLY INSTALLMENTS OF \$9,360.00 EACH	Resolution No.: 2023-80
	Date: September 21, 2023
	Initiator: Engineering & Project Management Division
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** The proposed resolution authorizes GCRTA to enter into a License Agreement ("Agreement") with Lamar Advertising of Youngstown, Inc., dba Lamar Advertising of Cleveland, OH ("Lamar") for the use of five existing billboard advertising locations on GCRTA property.
- 2.0 **DESCRIPTION/JUSTIFICATION:** Lamar and its predecessor have been occupying the subject locations for many years. The purpose of this Agreement is to provide an additional five years of revenue to GCRTA as well as advertising opportunities for Lamar. There will be an increase in the fees to \$112,300.00 per year for the five locations, for a total of \$561,500.00 over the full five-year term. GCRTA's Advertising Guidelines will be included in the Agreement.
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** This transaction complies with GCRTA's Real Estate Policies.
- 6.0 **ECONOMIC IMPACT:** Lamar will pay fair and reasonable market rate license fees for the use of GCRTA property. The rates total \$112,300.00 per year and \$561,500.00 over the full five-year term of the License Agreement.
- 7.0 **ALTERNATIVES:** To reject the Agreement with Lamar and reposition the locations for potential new licensees which may result in interruption and/or reduction of revenue.
- 8.0 **RECOMMENDATION:** Staff recommends approval of the five-year Agreement with Lamar authorizing Lamar to maintain and operate advertising structures at five (5) locations on GCRTA property.
- 9.0 **ATTACHMENTS:** Draft License Agreement

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

 General Manager, Chief Executive Officer

DRAFT

LICENSE AGREEMENT

Date: _____, 2023

1. LICENSE

This License Agreement ("License") is effective as of October 1, 2023 and is entered into between the **Greater Cleveland Regional Transit Authority**, a political subdivision of the State of Ohio ("Licensor") and **Lamar Advertising of Youngstown, Inc., dba Lamar Advertising of Cleveland, OH, a Delaware Corporation** ("Licensee"). Licensor hereby grants to Licensee a License on the real estate located in the City of Cleveland in the County of Cuyahoga in the State of Ohio ("Property") whose street addresses, permanent parcel numbers and location maps are attached as **Exhibit A**. The License is for the purpose of erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Licensee may place thereon in accordance with local building standards (collectively, the "Structures"). This License includes all reasonable and necessary rights of ingress and egress. Licensee may trim any trees and vegetation currently on the Property as often as Licensee in its sole discretion deems appropriate to prevent obstruction of the view of the advertising copy on the Structures. The authority granted by Licensor to Licensee to install, maintain and operate the Structures is expressly subject to all the terms and provisions of this License, including, but not limited to, those provisions, restrictions and reservations relating to the operation, maintenance and removal of Structures. Licensee has had an opportunity to inspect the Property and Licensee acknowledges that it is fully familiar with the Property. Licensee acknowledges that Licensor has made no representation or warranty of any kind whatsoever to Licensee, express or implied, concerning the condition, safety, fitness for use of the Property or any common areas, suitability for any purpose whatsoever, or state of repair thereof, and Licensee accepts the Property in its "present" condition, "as is, where is." Advertising on the Structures shall comply with Licensor's Advertising Policy and Administrative Procedure, attached hereto as **Exhibit B**, and be in good taste and in accordance with all laws.

2. ACCESS

Licensor shall have the right to establish, modify and enforce against Licensee reasonable rules and regulations concerning the use of the Property. Licensee shall have non-exclusive access to the Property at all reasonable times for the purpose of operating, maintaining and making inspections and repairs to Licensee's Structures. Licensee's employees, invitees and guests, are prohibited from parking trucks or vehicles on the Property except as required for operating, maintaining and making inspections and repairs to Licensee's Structures. Licensor shall not be liable for any damage to any Structure or motor vehicle of Licensee's, Licensee's employees, invitees or guests.

3. TERM; TERMINATION

(a) Subject to the parties' rights to terminate as described in this paragraph and paragraphs 6 and 14 of this License, this License shall be for a term of five (5) years ("Term"), commencing on October 1, 2023 (the "Commencement Date") and ending on September 30, 2028.

(b) Either party may terminate this License for any reason by giving the other party 90 days advance notice to terminate as of the end of the then current License year.

(c) If, in Licensee's reasonable opinion, the view of any Structure advertising copy becomes entirely or partially obstructed by Licensor and Licensor does not correct the condition within thirty (30) days after receipt of notice from Licensee, then Licensee may immediately at its option (1) seek Licensor's approval to relocate its Structure to another location on the same parcel, which approval may be granted at Licensor's sole discretion; (2) negotiate a reduction in license fees in direct proportion to the loss suffered; or (3) deliver to Licensor a notice of intention to terminate this License with respect to the affected Structure. When the termination is effective, the amount of the final license fee payment shall be pro-rated, and Licensee shall have no obligation to pay fees for periods after the date of the termination.

(d) If (1) Licensee is prevented from obtaining or maintaining any necessary permit for erection, use and maintenance of a Structure by circumstances outside of its control; (2) a Structure's use is prevented by any federal, state or local law, regulation or ordinance; or (3) Licensee chooses not to maintain a permit or comply with any requirement stated in paragraph 10(a) with respect to a particular Structure, then Licensee may immediately deliver to Licensor a notice of intention to terminate this License with respect to the affected Structure. The Licensee will have 30 days after the date it delivers the notice of intention to terminate to remove Licensee's Structure(s) and below-ground concrete and restore the Property to the same or as good condition as it was in prior to installation of the Structures, and following such removal the termination shall be effective with respect to that Structure.

(e) Anything herein to the contrary notwithstanding, Licensor shall have no liability or obligation to Licensee or anyone claiming under or through Licensee for any injury, loss of revenue, business interruption, inconvenience or cost of removing its Structures. Any such removal or relocation shall be at Licensee's cost.

(f) If Licensee removes its Structures or fails to maintain permits for the erection, use and/or maintenance of its Structures or comply with any requirement stated in paragraph 10(a), Licensor may terminate this License with 30 days advance written notice.

(g) Upon termination for any reason, Licensee shall have 30 days to remove Licensee's Structures and below-ground concrete and restore the Property to the same

or as good condition as it was in prior to installation of the Structures.

(h) If Licensee holds over or remains in possession of the Property after the expiration of the Term of this License and Licensee is not in default of this License, then the Licensee may remain in possession of the Property and this License may be extended on a month-to-month basis until such time as a new License is negotiated, either with Licensee or another entity. The month-to-month period shall not exceed twelve months or extend past September 30, 2029.

4. LICENSE FEES

Licensee shall pay Licensor license fees in the amounts shown on **Exhibit C** during the term of this License. The first payment will be made on October 1, 2023. Monthly payments shall be made on the first day of each month thereafter. In the event Licensee fails to pay any fees when due under the terms of this License, then to help defray the additional cost of Licensor for processing such late payments, Licensee shall pay Licensor, on demand, a late charge equal to one and one-half percent 1-1/2% per month until paid in full; and the failure to pay such amount within ten (10) days of written notice of demand therefor shall be an event of default hereunder. This provision for such late charges shall be in addition to all of Licensor's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Licensor's remedies in any manner.

5. LICENSEE STRUCTURES

Licensee is the owner of the Structures and has the right and the obligation to remove the Structures, including all below-ground concrete, as provided in paragraph 3 above.

6. CONDEMNATION

If the Property, or any part thereof, is condemned by proper authorities; taken without the exercise of eminent domain, whether permanently or temporarily; or any right-of-way from which the Structures are visible is relocated, Licensee may terminate this License with respect to the affected Structure upon not less than thirty (30) days' notice in accordance with paragraph 3 above, and when the termination is effective the amount of the final license fee payment shall be pro-rated. Licensee shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures and Licensee's interest in this License. Licensor shall assert no rights in such interests. If condemnation proceedings are initiated, Licensor shall use its reasonable efforts to include Licensee as a party thereto. Once an eminent domain action is filed, no right of termination set forth anywhere in this License may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain. However, if Licensee fails to pay any installment of its license fees during such time, Licensor shall

have the right to terminate this License under paragraphs 3, 12 and 13.

7. LICENSOR AUTHORITY

Licensor represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this License.

8. NOTICE OF PAYMENT ADDRESS

Payments shall be submitted to: Greater Cleveland Regional Transit Authority, Attn: Accounts Receivable, 1240 West 6th St., Cleveland, Ohio 44113.

9. NOTICE

Any notice to any party under this License shall be in writing by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this License, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

Notices to Licensor shall be addressed as follows:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attention: India L. Birdsong Terry, General Manager, Chief Executive Officer

And a copy to the same address, Attention: Property Manager

Notices to Licensee shall be addressed as follows:

Tim Gerity, General Manager
Lamar Advertising of Cleveland, OH
12222 Plaza Drive
Parma, Ohio 44130

And a copy to the same address, Attention: Scott Rowland, Real Estate Manager

Licensee or Licensor may from time to time designate by written notice to the other, in accordance with the terms of this License, a new address for the mailing of notices.

10. COMPLIANCE WITH LAWS

- (a) Licensee shall promptly perform and comply with all statutes, ordinances,

rules, orders, regulations and requirements of the federal, state and municipal governments, and of all of their departments and bureaus having jurisdiction or agreements with Licensor applicable to the Property or Licensee's Structures on the Property, use of the Property and nuisances or other grievances in, upon or connected with such use during the term of this License.

(b) Licensee shall obtain at its own cost and maintain throughout the term of this License all licenses and permits required for the operation and future removal of Licensee's Structures, and any improvements, if any, made by Licensee, from or on the Property. All such licenses and permits shall remain the property of Licensee. Licensee covenants and agrees to pay all fees, charges, taxes and assessments, now or hereafter imposed, foreseen, and unforeseen, that may be due, levied or assessed against Licensee or Licensee's Structure, or Licensee's business during the term of this License. Licensee shall also pay all taxes and assessments that may be due, levied or assessed upon this License, or that arise as a result of this License or Licensee's use of the Property. In addition, Licensee shall also pay, prior to the time the same shall become delinquent, all taxes and assessments of any nature whatsoever imposed by any governmental authority on (or resulting from Licensee's installation of) Licensee's Structures.

11. LIENS

Licensee shall keep the Property free and clear of any lien or encumbrance of any kind whatsoever created by Licensee's acts or omissions, and further will not directly or indirectly create, incur, assume or suffer to exist any materialman's, mechanic's, workmen's, repairmen's or any other similar lien. Licensor's interest in the Property further shall not be subject to liens for improvements, if any, made by Licensee, and Licensee shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversions or other estate of Licensor in the Property as a result of improvements made by Licensee for any other cause or reason. Licensee acknowledges that such liens are expressly prohibited and that all persons performing work for Licensee must look solely to Licensee to secure payment for any work done or material furnished in connection with improvements and work made or performed by Licensee during the term of this License. Licensee covenants and agrees to transfer any claimed or asserted lien to a bond or such other security as may be permitted by law within three (3) days after Licensee is given written notice of the assertion of any such lien or claim of lien. Licensee shall advise all persons furnishing designs, labor, materials or services to the Property in connection with Licensee's improvements thereof of the foregoing provisions. Licensee shall hold Licensor harmless from all costs and liabilities incurred as a result of such liens or claims.

12. EVENTS OF DEFAULT

The following events shall be deemed to be events of default by Licensee under this License:

(a) If Licensee fails to pay any installment of its license fees when due, or any other payment or reimbursement to Licensor required herein when due, and such failure shall continue for a period of ten (10) business days after receipt of written notice from Licensor to Licensee; or

(b) If Licensee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors; or

(c) If Licensee shall file a petition under any paragraph or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or Licensee shall be adjudged bankrupt or insolvent in proceedings filed against Licensee hereunder; or

(d) If a receiver or trustee shall be appointed for all or substantially all of the assets of Licensee; or

(e) If Licensee shall fail to comply with any other term, provision, condition or covenant of this License, and shall not cure such failure within thirty (30) business days after written notice thereof is given by Licensor; or

(f) If Licensee remains on the Property after the end of the Term (or any agreed upon extension of the Term) and has not either (1) entered into a renewed License with Licensor or (2) entered into negotiations to renew the License in accordance with the provisions of paragraph 3(h) above.

13. REMEDIES

(a) Upon the occurrence of any of the events of default described above, Licensor shall have the option to pursue any one or more of the following remedies:

(i) Licensor may terminate this License, in which event Licensee shall immediately surrender the Property to Licensor, and if Licensee fails to do so, Licensor may, without prejudice to any other remedy which it may have for possession or arrearages in license fees, enter upon and take possession of the Property and expel or remove Licensee's Structures or any part thereof without being liable for prosecution or any claim of damages therefor; and Licensee agrees to pay to Licensor the amount of all loss and damage which Licensor may suffer by reason of such termination.

(ii) Licensor may enter upon the Property without being liable for prosecution or any claim for damages therefor, and do whatever Licensee is required to do under the terms of this License; and Licensee agrees to reimburse Licensor for any expenses which Licensor may incur in thus effecting compliance with Licensee's obligations under this License, and Licensee further agrees that Licensor shall not be liable for any damages resulting to Licensee from such action, whether caused by the negligence of Licensor or otherwise.

(b) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any license fees due to Licensor hereunder or of any damages accruing to Licensor by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Licensor or its agents during the Term hereby granted shall be deemed a termination of this License or an acceptance of the surrender of the Property, and no agreement to terminate this License or accept a surrender of said Property shall be valid unless in writing signed by Licensor.

14. ASSUMPTION OF RISK; DAMAGE OR DESTRUCTION

Subject to the provisions contained in Section 6 above, Licensee assumes all risks of damage or loss to Licensee's Structures, if any, from fire, windstorm, hurricane and other acts of God, and from condemnation and any other event beyond Licensor's control. In the event the Property or any part thereof shall be damaged or destroyed by fire, windstorm, hurricane or other act of God, or from condemnation or any other event beyond Licensor's control, if any such damage renders all or a substantial portion of the Property unfit for the purpose intended, either Licensor or Licensee shall have the right to terminate this License, in accordance with the terms of paragraph 3 above, by giving written notice to the other at any time within ninety (90) days after the date of such damage, condemnation or other event. The Licensee will have 30 days after the date it delivered the notice of intention to terminate to remove Licensee's Structures and below-ground concrete and restore the Property to the same or as good condition as it was in prior to installation of the Structures, and following such removal the termination shall be effective, in which event, if Licensee is not otherwise in default, the amount of the final license fee payment shall be pro-rated from the effective date of the termination. Licensor shall have no duty or obligation to repair or restore Property and shall not have any liability or obligation to Licensee, or anyone claiming under or through Licensee, for any injury, loss of revenue, business interruption, inconvenience or cost of finding and installing its Structures at an alternative site.

15. NO INTEREST IN REALTY

This License shall not at any time be interpreted to constitute a lease or sublease nor shall the same be interpreted as granting to Licensee any rights in or to the Property or any part thereof, except license rights for the purpose of constructing and maintaining the Structures as otherwise provided herein.

16. INSURANCE

(a) The Licensee shall obtain and maintain for the life of this License the following minimum insurance coverage. Such insurance shall protect the Licensee from claims which may arise out of or result from the Licensee's operations under this License and for which the Licensee may be legally liable, whether such operations be by the Licensee or by a subcontractor or by anyone employed directly or indirectly by any of

them, or by anyone for whose acts any of them may be liable.

Approval by the Licensor: Approval of the insurance by the Licensor shall not relieve or decrease the liability of the Licensee hereunder. The Licensor does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Licensee's interests or liabilities.

In the event the Licensee neglects, refuses or fails to provide the insurance required under the License, or if such insurance is cancelled for any reason, the Licensor shall have the right but not the duty to procure the same, and costs thereof shall be charged to the Licensee.

Licensor reserves the right to request a copy of all policies and endorsements prescribed herein.

- 1) **Commercial General Liability (CGL) Insurance** in the amount of \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage and with a \$5,000,000 annual aggregate.
- 2) **Business Automobile Liability (BAL) Insurance** in the amount of \$1,000,000.00 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.
- 3) **Statutory Workers' Compensation Coverage** in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this License and under the control of the Licensee. Employers' Liability coverage in the amount of \$1,000,000 per accident/ \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under 1) above. In Ohio, a copy of a certificate of premium payment from the Industrial commission and Bureau of Workers Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.

General Requirements: The Licensee shall not have access to the Property until it has obtained the required insurance and has received written approval of such insurance by the Licensor. ***Licensee shall furnish evidence of such insurance in the form of a certificate (Accord or similar form).***

Licensor will accept any combination of primary CGL along with Excess or Umbrella policies, as well as primary BAL along with Excess or Umbrella policies to meet the minimum coverage requirements contained herein.

- (b) The certificate shall provide the following:

- 1) The policy shall be written on an occurrence basis. If any insurance specified above is written on a "Claims Made" (rather than an "occurrence" basis), then, in addition, to the coverage requirements stated herein, Licensee shall:
 - Ensure that the Retroactive Date is shown on the policy, and such date shall be before the Effective Date of this License.
 - Maintain and provide evidence of similar insurance for at least three (3) years following termination of this License, including the requirement of adding all additional insureds; and
 - If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the License Effective Date, Licensee shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.
- 2) Name the Licensor as an additional insured for all CGL and BAL liability coverage for claims arising out of operations in conjunction with the License.
- 3) Contain a waiver of subrogation in favor of the Licensor.
- 4) Specify that the insurance is primary and non-contributory as respects any insurance or self-insurance programs maintained by Licensor.
- 5) Contain a specific reference to the subject License.
- 6) Specify all deductibles & Self-Insured Retentions (SIR), as applicable.
- 7) In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 15 days after the Licensor has received written notice of such change or cancellation from the Licensee. Such notice shall be mailed by certified mail, return receipt requested, to the Licensor's Property Manager.
- 8) An insurance company having less than an A-X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the Licensor. The Licensor shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements and approve any deductibles or SIR.

(c) In the event that any third party shall work on the Property for Licensee, such third party shall provide Licensor and Licensee with certificates of insurance meeting the minimum coverage limits and conforming to such other requirements stated in paragraph 16(a) above for Licensee.

17. INDEMNIFICATION

To the fullest extent permitted by law and to the full extent of Licensee's intentional, reckless or negligent acts or omissions, the Licensee shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless Licensor and its officials, agents, representatives, and employees from and against all claims, actions, judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits, for Licensee's intentional, reckless or negligent acts or omissions arising out of or resulting from the subject matter of this License, or the acts or omissions of any person or contracted entity directly or indirectly employed or contracted by Licensee.

In the event of negligence or intentional acts or omissions by more than one entity, responsibility for such negligence or intentional acts or omissions will be allocated in accordance with the proportionate share of such entity's(ies') negligence or intentional acts or omissions. Nothing herein shall be construed as making Licensee liable for any claims, actions, judgments, costs, penalties, liabilities, damages or losses and expenses caused by the sole negligence and/or misconduct of Licensor.

To the extent that any portion of this provision is found to be in violation of any applicable law, said portion(s) of this provision are stricken but all remaining portions of this provision shall remain in full force and effect.

18. DISCLAIMER

Licensor shall have no liability to Licensee or anyone claiming under or through Licensee for (i) any injury, loss of revenue, business interruption, inconvenience, loss or damage to Licensee caused by failure of equipment, or the malfunctioning or interruption of any service, utility, facility, or installation supplied by Licensee or Licensor, the principals, employees, or agents of each, or any other person, or (ii) for the making of any alteration of, or improvement or repair to the Property, Licensor's equipment or the equipment of other users located in or on the Property, whether required by any governmental agency, or due to casualty, or for any other reason.

19. ESTOPPEL CERTIFICATE, ATTORNMENT, SUBORDINATION AND RECORDING

Licensee acknowledges and agrees that this License is and shall be subject and subordinate to any mortgage now existing or hereafter placed by Licensor upon the Property or any structure thereon. Within ten (10) days after the request by Licensor, Licensee shall deliver to Licensor, without charge or expense to Licensor, a written and acknowledged statement certifying, if true, that Licensee is in possession of the Property, that this License is unmodified and in full force and effect (or if there have been modifications, that the License is in full force and effect, as modified, and stating the modifications), and the dates to which the license fees and other charges have been paid in advance, if any. It is intended that any such statement delivered pursuant to this

paragraph may be relied upon by any prospective purchaser or lender or the mortgagee, beneficiary, or guaranties of any security or interest, or any assignees of any such parties under any mortgage now or hereafter given by Licensor.

20. ASSIGNMENT

(a) By Licensee. Licensee shall have no right to sell, convey, assign, sublet, pledge, encumber or otherwise transfer its rights or obligations under this License, in whole or in part, without the prior written consent of Licensor. Consent to any one or more of such transfers or encumbrances shall not be deemed to waive Licensor's right to approve any further encumbrance or transfer. Approval of an encumbrance shall not be deemed approval or permission for a transfer to occur without such consents in the event of default thereunder and the attempted enforcement by foreclosure or seizure of Licensee's Structures. Any transfer by operation of law, merger, consolidation or joint venture shall be deemed an assignment for purposes of this License. Any sale, assignment, conveyance, mortgage, pledge, encumbrance or other transfer or attempted sale, assignment, conveyance, mortgage, pledge, encumbrance or other transfer of Licensee's rights under this License without the prior written consent of Licensor shall be void and shall constitute a breach of this License.

(b) By Licensor: This License shall inure to the benefit of Licensor's successors, assignees and affiliates. Licensor and any subsequent assignee may freely assign this License to any party, provided that such party assumes and agrees in writing to perform all of the Licensor's obligations hereunder, and upon such event, Licensor shall automatically and entirely be released from all covenants and obligations under this License from and after the date of such assignment. Licensor shall not be required to obtain the consent of Licensee regarding an assignment of this License.

21. BINDING EFFECT

Each term and each provision of this License to be performed by Licensee shall be construed to be both an independent covenant and a condition. The reference to successors and assigns of Licensee is not intended to constitute a consent by Licensor to any assignment or transfer by Licensee, but has reference only to those instances in which Licensor may have given consent to a particular assignment.

22. GOVERNING LAW

The validity, interpretation, and effect of this License shall be governed by the laws of the State of Ohio.

23. HAZARDOUS MATERIALS

(a)(i) Licensee shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Property by Licensee, its agents,

principals, employees, contractors, consultants or invitees (or any other person on the Property claiming its right of entry by or through Licensee) without the prior written consent of Licensor, which consent may be withheld for any reason whatsoever or for no reason at all. If Licensee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Property caused or permitted by Licensee (or the aforesaid others) results in contamination of the Property or the surrounding area(s), or if contamination of the Property or the surrounding area(s) by Hazardous Material otherwise occurs for which Licensee is legally, actually or factually liable or responsible, then Licensee shall fully and completely indemnify, defend and hold harmless Licensor (or any party claiming by, through or under Licensor) from any and all claims, judgments, damages, penalties, fines, costs, liabilities, expenses or losses including, without limitation: (i) diminution in the value of the Property and/or the land on which the Structure is located and/or any adjoining area(s) which Licensor owns or in which it holds a property interest; (ii) any asserted damage to neighboring properties or the occupants of such properties, and (iii) any sums paid in settlement of claims, attorneys' fees, consultants fees and expert fees which arise or arose before, during or after the Term of this License as a consequence of such contamination. This indemnification of Licensor by Licensee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean up, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Property. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Property or the surrounding area(s) caused or permitted contamination of the Property or the surrounding area(s), Licensee shall immediately take all actions at its sole expense as are necessary or appropriate to return the Property and the surrounding area(s) to the condition existing prior to the introduction of any such Hazardous Material thereto; provided that Licensor's prior written approval of such actions by Licensee shall be first obtained. The foregoing obligations and responsibilities of Licensee shall survive the expiration or earlier termination of this License.

(ii) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated under any applicable local, state or federal ordinance, regulation or law. "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental ordinance, regulation or law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's") and petroleum.

(b) Licensor and its agents shall have the right, but not the duty, to inspect the Property at any time to determine whether Licensee is complying with the terms of this paragraph. If Licensee is not in compliance with this paragraph, Licensor shall have the right to immediately enter upon the Property to remedy any contamination caused by Licensee's failure to comply, notwithstanding any other provision of this License. Licensor shall not be liable for any interference caused thereby. Further, any noncompliance by Licensee with its duties, responsibilities and obligations under this paragraph, which is not corrected within 30 days of its occurrence, shall be a default of this License by

Licensee. No notice by Licensor to Licensee shall be required.

24. SEVERABILITY

If any term or provision of this License, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, as long as the general intent and material benefits negotiated by each of the parties shall not be substantially diminished or impaired, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

25. EFFECT OF WAIVER

No waiver by Licensor of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Licensor's acceptance of the payment of the license fees, or a portion of the license fees due, or other payments hereunder after the commencement by Licensor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or Licensor's right to enforce any such remedies with respect to such default or any subsequent default.

26. AUDITS AND INSPECTION

Licensee shall maintain books, records, documents, and other evidence directly pertinent to the performance under this License in accordance with generally accepted accounting principles and practices consistently applied and Federal Acquisition Regulations, Parts 30 and 31, as applicable. Licensor and its authorized representatives shall have the right to audit, to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this License kept by or under the control of the Licensee, including, but not limited to those kept by the Licensee, its employees, agents, assigns, successors and sublicensees. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Licensee shall, at all times during the Term of this License and for a period of three years after the completion of this License, maintain such records, together with such supporting or underlying documents and materials. The Licensee shall at any time requested by Licensor, whether during or after completion of this License, and at Licensee's own expense make such records available for inspection and audit (including copies and extracts of records as required) by Licensor. Such records shall be made available to Licensor during normal business hours at the Licensee's office

or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for Licensor. Licensee shall ensure Licensor has these rights with Licensee's employees, agents, assigns, successors, and sublicensees, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Licensee and any sublicensees to the extent that those subcontracts or agreements relate to fulfillment of the Licensee's obligations to Licensor. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, Licensor may recoup the costs of the audit work from the Licensee. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Licensee's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of Licensor's findings to Licensee.

27. HEADINGS

The headings in this License are solely for convenience or reference and shall not affect its interpretation.

28. ENTIRE AGREEMENT

This License constitutes the full and complete understanding between the parties regarding the Property and/or the Structures and supersedes and replaces all prior agreements and negotiations between the parties. This License shall not be altered, amended or otherwise modified except by the express written agreement between the parties executed by each of the parties to this License.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the execution hereof by Licensor and Licensee as of the day and year first above written.

**LAMAR ADVERTISING OF
YOUNGSTOWN, INC. DBA LAMAR
ADVERTISING OF CLEVELAND, OH –
LICENSEE**

By: _____
Name: _____
Title: _____
Date: _____
Branch Address: 12222 Plaza Drive
Parma, OH 44130
Tel: (216) 676-8168
Tax ID No.: _____

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY - LICENSOR**

By: _____
India L. Birdsong Terry
General Manager, CEO
Date: _____
Address: 1240 West 6th Street
Cleveland, OH 44113

Approved as to legal form:

Janet E. Burney, General Counsel
Deputy General Manager for Legal
Affairs

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, came the Greater Cleveland Regional Transit Authority, a body politic, by India L. Birdsong Terry, its General Manager, Chief Executive Officer, who acknowledged that she did execute the foregoing instrument, on behalf of said Authority; that the same is her free act and deed as such officer; and the free act and deed of the Authority.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this ____ day of _____, 2023.

NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, came Lamar Advertising of Youngstown, Inc., dba Lamar Advertising of Cleveland, OH, by _____, its _____, who acknowledged that he/she did execute the foregoing instrument, on behalf of said corporation or other corporate entity; that the same is his/her free act and deed, individually and as such officer; and the free act and deed of the corporation or other corporate entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this ____ day of _____, 2023.

NOTARY PUBLIC

This instrument prepared by
Dawn M. Tarka
Associate Counsel II
Greater Cleveland Regional Transit Authority
1240 West 6th St.
Cleveland, Ohio 44113

EXHIBIT A

Lamar Advertising Structure Locations

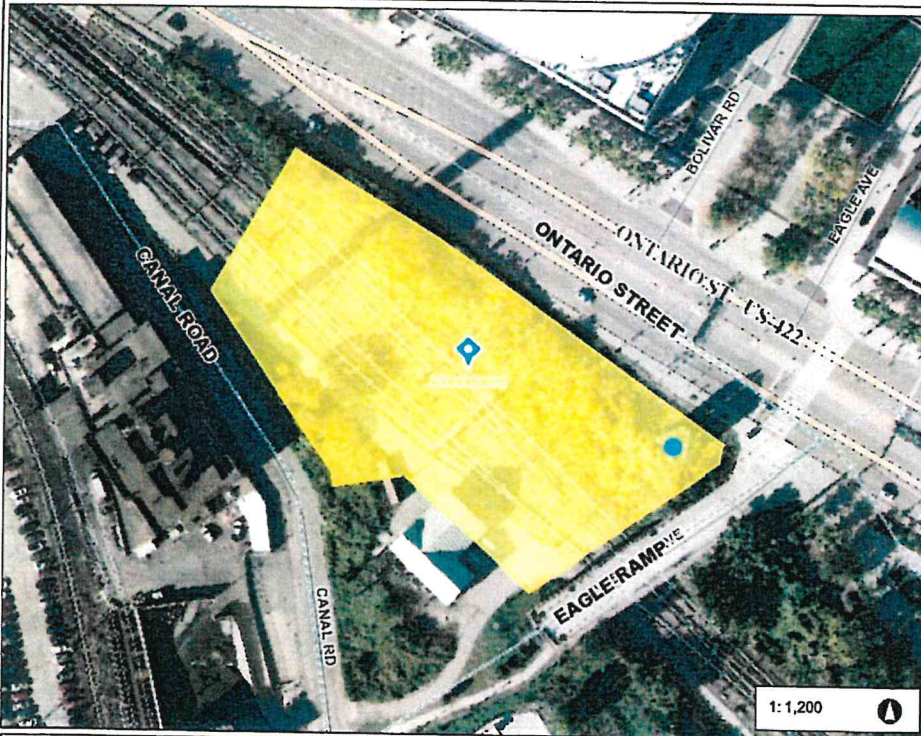
As of October 1, 2023

Lamar Lease No.	PPN	Address / Location Description
7319	101-31-024	West of Ontario St., N or Eagle Ave Ramp, Cleveland, OH
7425	342-19-008	East of Berea Fwy opposite entrance to Hopkins Airport, Cleveland, OH
8175	005-01-001	Madison Ave east of W 117 th St, Cleveland, OH
8192	133-24-019	E 93 rd St north of Cambridge Ave, Cleveland, OH
8509	334-30-001	Engle Rd north of Brookpark Rd, Cleveland, OH

See detailed location information on the attached maps, photos and descriptions.



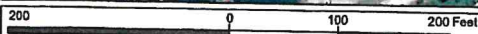
EXHIBIT A - PPN 101-31-024



Date Created: 8/19/2018

Legend

- Municipalities
- Point Parcels
- Air Parcels
- Right Of Way
- Platted Centerlines
- Parcels
- Point Parcel
- Air Parcel
- Survey Parcel



Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

CUYAHOGA COUNTY
GIS GEOGRAPHICAL
INFORMATION
SYSTEMS



Market: CUYAHOGA
Panel: 466
TAB Unique ID: 30549277
Location: Ontario St WS 5001 N/O Carnegie Av FIS - 1
Lat/Long: 41.49504 / -81.68762
Media/Style: Permanent Bulletin / Regular
***Weekly Impressions:** 120004
Panel Size: 30' 0" x 30' 0" [Spec Sheet](#)
Vinyl Size: 31' 0" x 31' 0"
Facing/Read: South / Left
Illuminated: YES

© 2015 Google

*Impression values based on: 18+ yrs
 Physical Address: 12222 Plaza Drive, Parma, OH 44130
 Mailing Address: 12222 Plaza Drive, Parma, OH 44130

Cleveland, OH | 216-676-4321





Market: CUYAHOGA
Panel: 407
TAB Unique ID: 30567926
Location: Ontario St WS 500ft N/O Carnegie Av FIN - 1
Lat/Long: 41.49504 / -81.68762
Media/Style: Permanent Bulletin / Digital
*Weekly Impressions: 137640 per spot
Panel Size: 30' 0" x 30' 0" [View Sheet](#)
Facing/Read: North / Right
of slots: 8
Dwell Time: 8

PA 00000000000000000000

*Impression values based on: 18+ yrs

Physical Address: 12222 Plaza Drive, Parma, OH 44130
Mailing Address: 12222 Plaza Drive, Parma, OH 44130

Cleveland, OH

216-576-4321





Market: CUYAHOGA
Panel: 407
TAB Unique ID: 30567926
Location: Ontario St WS 500ft N/O Carnegie Av FIN -
1
Lat/Long: 41.49504 / -81.68762
Media/Style: Permanent Bulletin / Digital
*Weekly Impressions: 137640 per spot
Panel Size: 30' 0" x 30' 0" [Spec Sheet](#)
Facing/Read: North / Right
of slots: 6
Dwell Time: 8

PA 00002185.128

*Impression values based on: 18+ yrs

Physical Address: 12222 Plaza Drive, Parma, OH 44130
Mailing Address: 12222 Plaza Drive, Parma, OH 44130

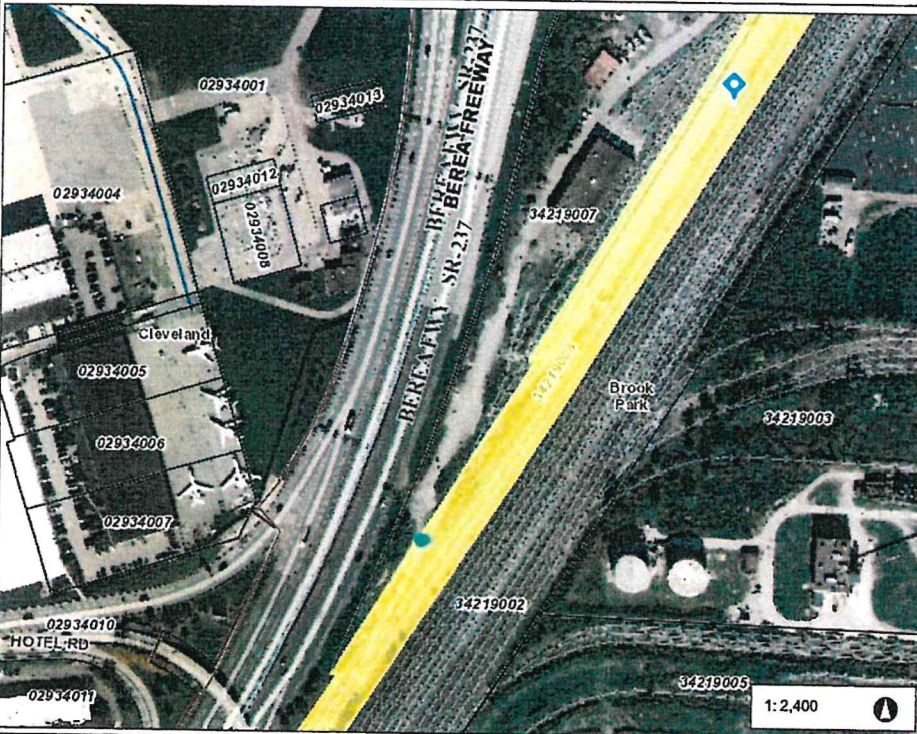
216-676-4321

Cleveland, OH





EXHIBIT A - PPN 342-19-008 - Berea Fwy Opposite Entrance to CLE



Date Created: 8/19/2018

Legend

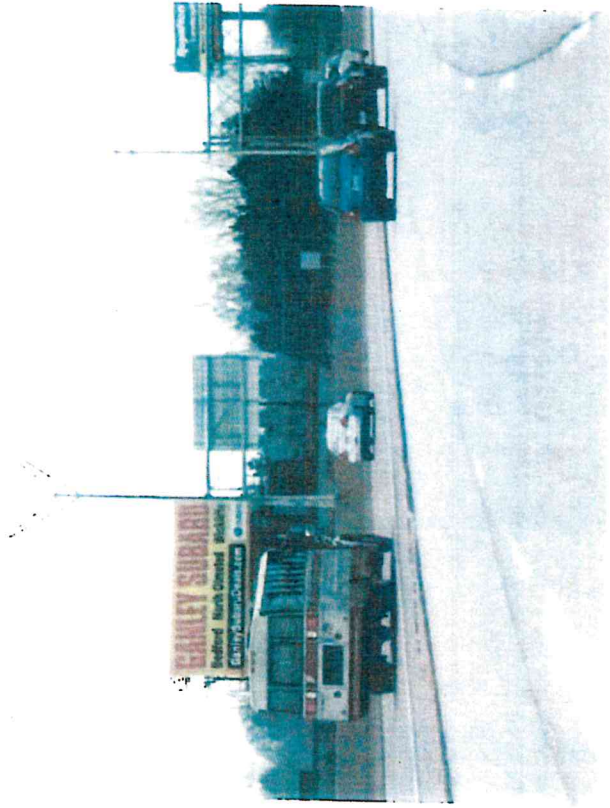
- Municipalities
- Point Parcels
- Air Parcels
- Right Of Way
- Platted Centerlines
- Parcels
- Point Parcel
- Air Parcel
- Survey Parcel

400 0 200 400 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

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Market: CUYAHOGA
 Panel: 130

TAB Unique ID: 61877
 Location: Berea Exp/ES 5th W/O Opposite Airport Entrance F/A-3

Lat/Long: 41.41211 / -81.83044
 Media/Style: Permanent Bulletin / Regular

*Weekly Impressions: 102484

Panel Size: 14' 0" x 48' 0" [View Sheet](#)

Vinyl Size: 15' 0" x 49' 0"

Facing/Read: North / Left

Illuminated: YES

*Impression values based on: 18+ yrs

Physical Address: 12222 Plaza Drive, Parma, OH 44130
 Mailing Address: 12222 Plaza Drive, Parma, OH 44130

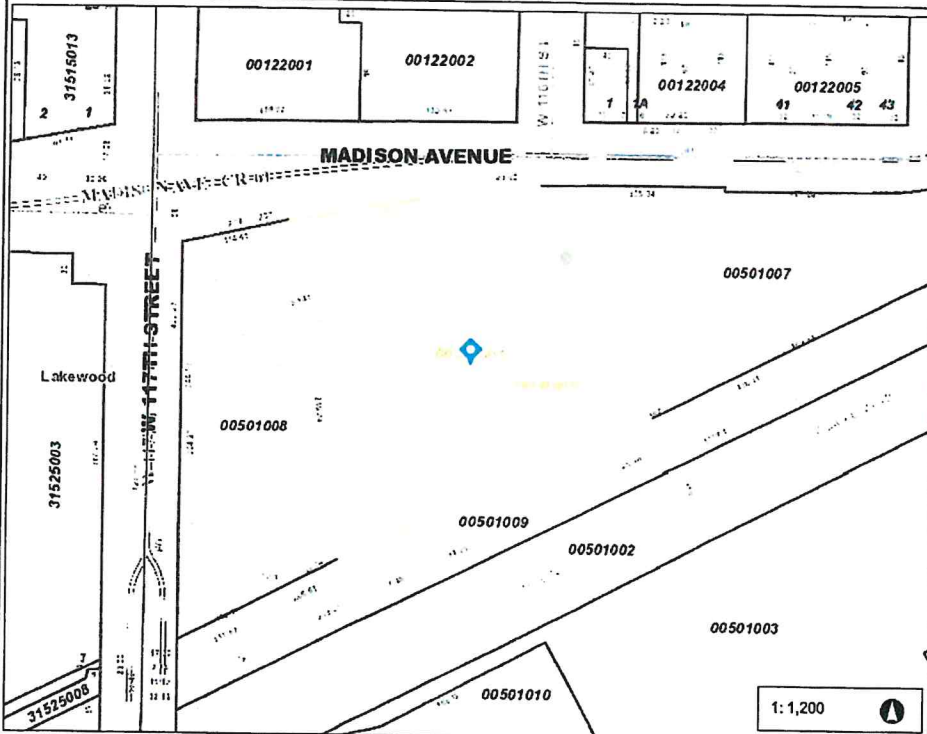
Cleveland, OH 216-676-4321



© 2014 Sunley Subroad



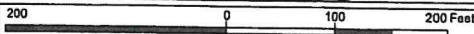
EXHIBIT A - PPN 005-10-001 - West 117th St and Madison Ave.



Date Created: 8/19/2018

Legend

- Municipalities
- Point Parcels
- Air Parcels
- Right Of Way
- Platted Centerlines
- Parcels
 - Point Parcel
 - Air Parcel
 - Survey Parcel



Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

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1:1,200

CUYAHOGA COUNTY
GEOGRAPHICAL
GIS INFORMATION
SYSTEMS



Market: CUYAHOGA
Panel: 11648
TAB Unique ID: 61385
Location: Madison Av SS 150R EIO West 117 St FW
Lat/Long: 41.47682 / -81.76886
Media/Style: Poster / Retro
Weekly Impressions: 32787
Panel Size: 10' 6" x 22' 9" [View Panel](#)
Vinyl Size: 10' 6.5" x 22' 9.5"
Facing/Read: West / Right
Illuminated: YES


 Clear Channel Outdoor
 11111 Eastman Avenue
 Columbus, OH 43240
 Phone: 614.291.2000
 Fax: 614.291.2001
 Email: sales@clearchannel.com

*Impression values based on: 18+ yrs

Physical Address: 12222 Plaza Drive, Parma, OH 44130
Mailing Address: 12222 Plaza Drive, Parma, OH 44130

216-676-4321

Cleveland, OH



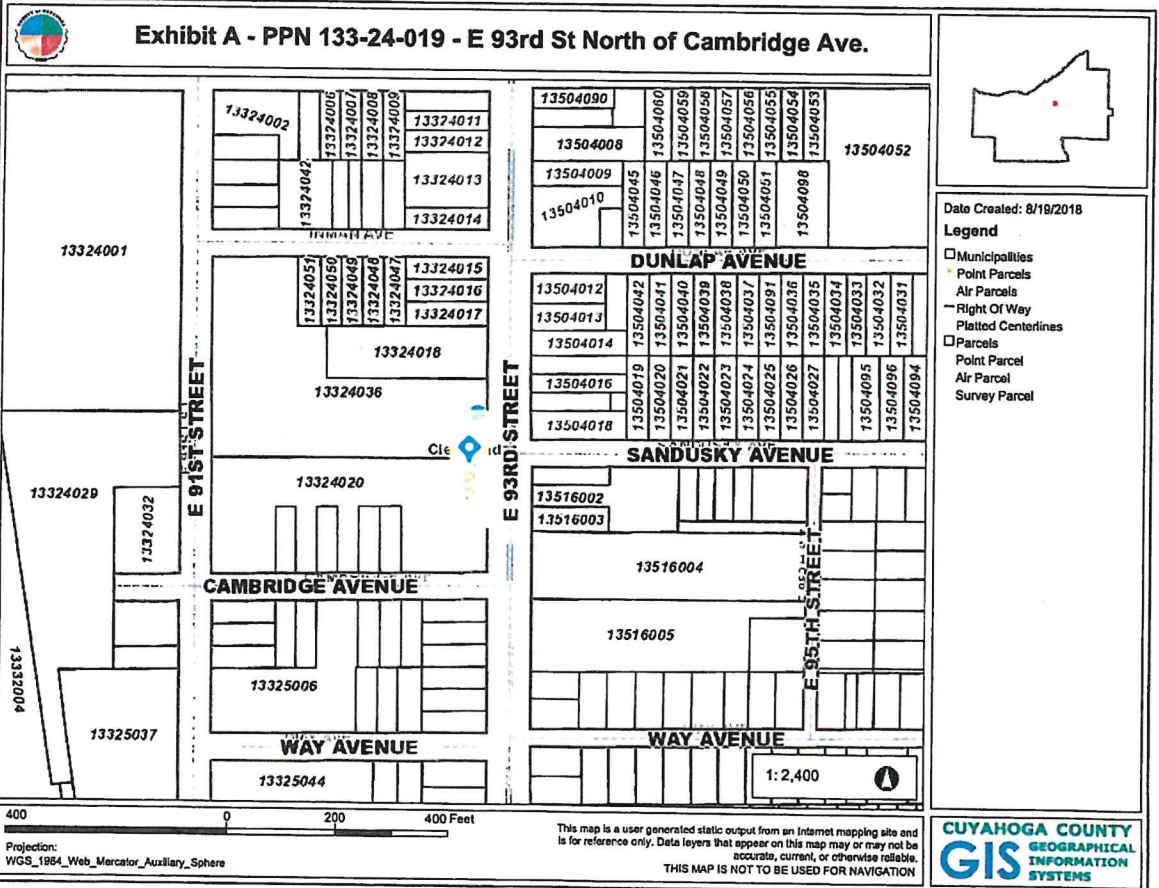


Exhibit A - PPN 133-24-019 - E 93rd St North of Cambridge Ave.

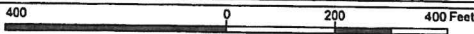


Date Created: 8/19/2018

Legend

- Municipalities
- Point Parcels
- Air Parcels
- Right Of Way
- Platted Centerlines
- Parcels
- Point Parcel
- Air Parcel
- Survey Parcel

1:2,400



Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

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THIS MAP IS NOT TO BE USED FOR NAVIGATION.

CUYAHOGA COUNTY
GEOGRAPHICAL
INFORMATION
SYSTEMS



Market: CUYAHOGA
 Panel: 11350

TAB Unique ID: 61147
 Location: East 93 St WS 295ft NMO Cambridge Av
 FIS-1

Lat/Long: 41.456897, -81.82161

MediaStyle: Poster / Retro

Weekly Impressions: 37781

Panel Size: 10' 6" x 22' 9" [View Street View](#)

Vinyl Size: 10' 6.5" x 22' 9.5"

Facing/Road: South / Left

Illuminated: YES

216-678-4321

*Impression values based on: 18+ yrs

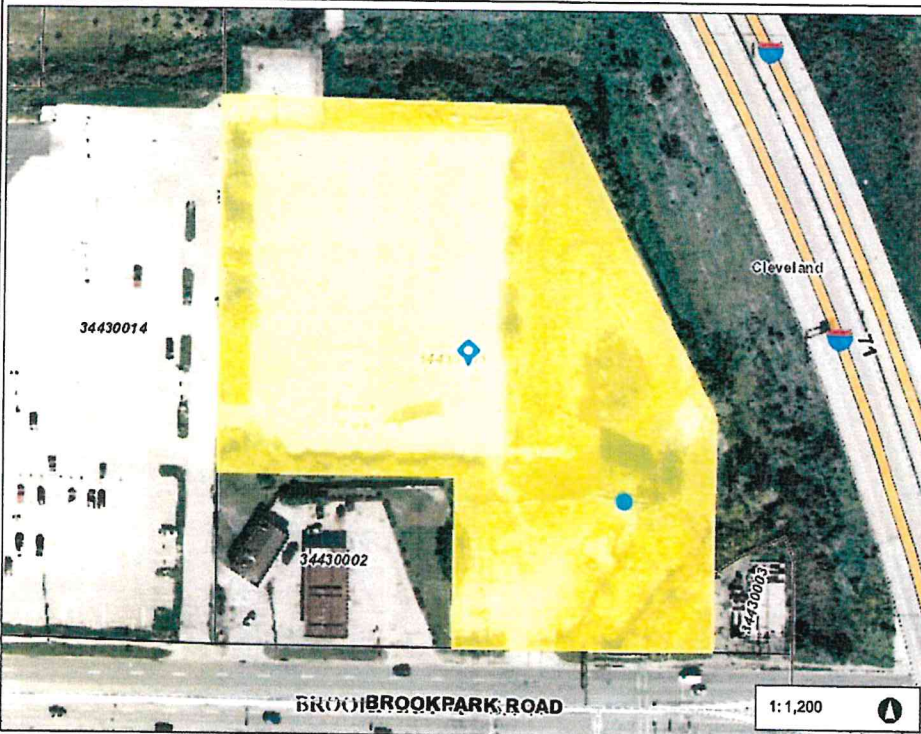
Physical Address: 12222 Plaza Drive, Parma, OH 44130
 Mailing Address: 12222 Plaza Drive, Parma, OH 44130

Cleveland, OH





EXHIBIT A - PPN 344-30-001 - Engle Rd at Brookpark Rd.



Date Created: 8/19/2018

Legend

- Municipalities
- Point Parcels
- Air Parcels
- Right Of Way
- Platted Centerlines
- Parcels
 - Point Parcel
 - Air Parcel
 - Survey Parcel

200 0 100 200 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

CUYAHOGA COUNTY
GIS
GEOGRAPHICAL
INFORMATION
SYSTEMS



Market: CUYAHOGA
 Panel: 184

TAB Unique ID: 61904
 Location: Engle Rd CL 150ft N/O Brookpark Rd FS-1

Lat/Long: 41.41915 / -81.81904

Media/Style: Permanent Bulletin / Regular

*Weekly Impressions: 39680

Panel Size: 14' 0" x 48' 0" [View Sheet](#)

Vinyl Size: 15' 0" x 49' 0"

Facing/Read: South / Center

Illuminated: YES

*Impression values based on: 18+ yrs

Physical Address: 12222 Plaza Drive, Parma, OH 44130
 Mailing Address: 12222 Plaza Drive, Parma, OH 44130

Cleveland, OH

216-676-4321

© 2014

12/14/14



Market: CUYAHOGA
Panel: 151

TAB Unique ID: 61893
Location: I-71 WS 100th N/O Brookpark Rd FN-1
Lat/Long: 41.41916 / -81.81903
Media/Style: Permanent Bulletin / Regular
*Weekly Impressions: 413334
Panel Size: 14' 0" x 48' 0" [View Sheet](#)
Vinyl Size: 15' 0" x 49' 0"
Facing/Read: North / Right
Illuminated: YES

216-676-4321

*Impression values based on: 18+ yrs

Physical Address: 12222 Plaza Drive, Parma, OH 44130
Mailing Address: 12222 Plaza Drive, Parma, OH 44130

Cleveland, OH | 216-676-4321



EXHIBIT B

Advertising Policy and Administrative Procedure

CHAPTER 1210
Advertising Policy

1210.01 Advertising on Authority Property

1210.01 ADVERTISING ON AUTHORITY PROPERTY.

(a) The Authority seeks to support a healthy and vibrant community through its brand and advertising. The Authority intends to maintain a safe and welcoming environment for all Authority passengers and members of the community, including minors, without regard to race, color, marital status, sexual orientation, religion, national origin, ancestry, age, sex, gender identity, disability, medical condition, or military status.

(b) The Authority will maintain a professional advertising environment in all advertising spaces, including physical, audio and digital spaces, and manage the advertising program in a manner that will ensure that advertising: (1) does not discourage the use of or disrupt the operation of the transit system, (2) does not diminish the Authority's reputation in the community or the goodwill of its passengers, (3) does not express an opinion, that might be attributed to the Authority, regarding political, religious or other issues that are the subject of public debate, (4) protects passengers, bystanders, employees, vehicles, facilities, and other equipment from physical harm, (5) aids the Authority in retaining current and building new transit ridership, and (6) is consistent with its Mission.

(c) The Authority's advertising space is a non-public forum, which means that it has not been traditionally open to speech and debate in the same manner as public parks and city streets have been.

(d) The Authority will permit the following types of advertising: (1) commercial advertising; (2) advertising related to the Authority's transit operations; (3) paid or unpaid public service announcements and (4) paid political advertising.

(e) The Authority will not permit the following types of advertising: (1) advertising that contains material that discriminates on the basis of race, color, marital status, sexual orientation, religion, national origin, ancestry, age, sex, gender identity, disability, medical condition, or military status; (2) alcohol, marijuana, tobacco products and related products and services; (3) profanity; (4) violence; (5) unlawful goods, services or conduct; (6) sexual activity, products or sexually-oriented services; (7) firearms; (8) gambling; (9) unauthorized endorsements; (10) false, misleading, libelous or deceptive advertising; (11) copyright infringements, trademark violations or otherwise unlawful advertising; (12) advertising tending to impede transit safety or disrupt traffic; (13) unclear identification of the advertiser; and (14) unpaid advertising.

(f) The Authority will determine the interior and exterior spaces that will serve as appropriate locations for all advertising. The Authority reserves the right to modify, change, or alter the locations and sizes of the available advertisement spaces. The placement and size of any advertisement shall be at the sole discretion of the Authority.

(g) The Authority may, at the sole discretion of the General Manager, Chief Executive Officer, cause to be removed any advertising that does not conform to this Policy.

(h) The General Manager, Chief Executive Officer is authorized to issue and amend procedures to implement this policy without further approval of the Board of Trustees.



Advertising Standards for Greater Cleveland Regional Transit Authority Property		NO. 061
		EFFECTIVE June 30, 2023
Prepared By  DGM – Administration & External Affairs	Issued By  General Manager, CEO	

1.0 PURPOSE/OBJECTIVE

The Greater Cleveland Regional Transit Authority (“GCRTA”) provides public transportation services primarily in Cuyahoga County, Ohio. “Connecting the Community” is GCRTA’s Mission. GCRTA provides safe and efficient mobility services in Cuyahoga County, Ohio.

2.0 REFERENCES

First Amendment to the U.S. Constitution and related cases

Am. Freedom Defense v. Suburban Mobility Auth., 978 F. 3d 481 (6th Cir. 2020)

Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority, Chapter 1210 Advertising Policy

3.0 PROCEDURE

3.1 ADVERTISING SPACE

In accordance with these Advertising Standards (“Standards”) and GCRTA’s advertising policy located at Chapter 1210 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority, GCRTA will allow advertising on its property, including, but not limited to, its vehicles, shelters, billboards and display areas within GCRTA’s facilities. GCRTA’s advertising space is a non-public forum, which means that it has not been traditionally open to speech and debate in the same manner as public parks and city streets have been. These uniform, viewpoint-neutral Standards apply to all advertising on GCRTA property as well as audio and digital spaces.

3.2 PERMITTED ADVERTISING

GCRTA expects all advertising copy and images to be truthful and testimonials to be authentic. GCRTA permits the following types of advertising:

- A. **Commercial Advertising:** advertising with the sole purpose to sell products, goods or services for profit. However, commercial advertising of the type specifically prohibited within Section 3.3 of these Standards will not be permitted.
- B. **Transit Operations of GCRTA:** advertising that relates to GCRTA services and products.

- C. **Public Service Announcements:** advertising by governmental entities, academic institutions, or nonprofit organizations to provide public service announcements. Such announcements are subject to the provisions set forth in Section 3.3.
- D. **Paid Political Advertising:** advertising placed (1) by candidates for election or nomination to public office; (2) for the purpose of influencing the outcomes of ballot issues, referenda, initiatives, tax levies, or similar procedures; (3) for the purpose of influencing the introduction, enactment, or modification of legislation; or (4) relating to a political party, political committee, or other political organization. Paid political advertising will be sold on a first come, first served basis. All paid political advertising material shall state, "paid political advertising."

3.3 PROHIBITED ADVERTISING

GCRTA will not permit the following types of advertising:

- A. **Discrimination:** The advertisement contains material that discriminates on the basis of race, color, marital status, sexual orientation, religion, national origin, ancestry, age, sex, gender identity, disability, medical condition, or military status.
- B. **Alcohol, Marijuana, Tobacco Products, and Related Products and Services:** The advertisement promotes the sale or use of products licensed and regulated under Ohio law including beer, wine, distilled spirits, or any alcoholic beverage; marijuana, cannabis or other products containing cannabinoids; tobacco products including but not limited to cigarettes, cigars, pipes, smokeless products (snuff, chew, dissolvable, etc.) and vaping products. Advertising products that may be confused as an item listed herein (such as non-alcoholic beer) and related services or activities (hiring, training, certification in order to sell or dispense products) are also prohibited.
- C. **Profanity:** The advertisement contains profane language, i.e. language that under contemporary community standards is offensive to members of the public.
- D. **Violence:** The advertisement contains an image or description of violence, including, but not limited to:
 - 1. a depiction that could incite or produce lawless action in the form of retaliation, vandalism, or other breach of public safety, peace and order;
 - 2. the graphic depiction (e.g., blood and gore) of violence having been or being perpetrated upon human or animal bodies or body parts, or fetuses;
 - 3. the depiction of weapons or other implements or devices used in an act of violence;
 - 4. the depiction of rape, murder, or other acts of violence.
- E. **Unlawful Goods, Services or Conduct:** The advertisement promotes or encourages, or appears to promote or encourage, any product, service, behavior, or activity that is illegal under federal, state, or local law. Advertised contests or giveaways are to comply with all applicable laws and regulations.

- F. **Sexual Activity, Products or Sexually-Oriented Services:** The advertisement depicts nudity, sexual intercourse, or other sexual acts; contains obscene or pornographic language, images, or graphics or refers to sexual images or anatomical areas; or is harmful to juveniles. For purposes of these Standards, the terms "obscene," "nudity" and "harmful to juveniles" have the meanings contained in Ohio Revised Code Chapter 2907. The advertisement relates to contraceptive, hygienic, performance enhancing, accessory or attire products of an intimately personal nature. The advertisement contains material that incites, describes, depicts, or represents sexual activities or images or descriptions of human sexuality or anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest. The advertisement promotes the sale of pornography, adult telephone or Internet services, escort services, nude dance clubs, adult sexual establishments (stores, arcades), sensual massage, or any other form of adult-oriented entertainment.
- G. **Firearms:** Advertisements for firearms, ammunition and firearm-related products.
- H. **Gambling:** Advertisements for any type of gambling products or services with a concept of wagering money and/or items of material value with an uncertain outcome, and with the primary intent of winning additional money and/or material goods.
- I. **Unauthorized Endorsements:** The advertisement, or any material contained in it, implies or declares an endorsement by GCRTA of any service, product, point-of-view, event, or program without prior written authorization of GCRTA's General Manager, CEO. GCRTA's name, logo, slogans, or other graphic representations of the transit system may not be used by others in advertisements unless written permission is first obtained from GCRTA. The prohibition against endorsements does not apply to advertising for a service, event, or program for which GCRTA is an official sponsor, cosponsor, or participant.
- J. **False, Misleading, Libelous or Deceptive Advertising:** Any advertisement, or any material in it, that is or that the sponsor reasonably should have known is false, fraudulent, misleading, deceptive, or would constitute a tort of defamation, or invasion of privacy.
- K. **Copyright Infringements, Trademark Violations or Otherwise Unlawful Advertising:** The advertisement, or any material contained in it, is intellectual property infringement, including piracy or infringement of copyright, trade dress, service mark, title, or slogan, or is otherwise unlawful or illegal.
- L. **Advertising Tending to Impede Transit Safety or Disrupt Traffic:** Advertising that could have a negative impact on the safety of transit operations, such as advertising that encourages persons to refrain from using safety precautions normally used in transit-related activities (such as awaiting, boarding, riding upon, or debarking from transit vehicles). Advertising that could disrupt traffic, including but not limited to advertising that displays any word, phrase, symbol, or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device; or incorporating any rotating, revolving, or flashing devices or any other moving parts in an advertisement.

- M. **Unclear Identification of the Advertiser:** The advertisement must clearly identify the sponsor of the advertisement. Any website, QR code, email address or telephone number that is listed in the advertisement must direct to material that is consistent with these Standards.
- N. **Unpaid Advertising:** No free advertising of any kind is permitted. However, GCRTA has the unqualified right to display advertisements and notices that pertain to GCRTA operations and promotions at no cost and consistent with its policy. Trade agreements (in which, in lieu of cash, GCRTA accepts products or services that are deemed useful to it) may be accepted upon approval by GCRTA.

3.4 PLACEMENT, ADMINISTRATION, AND ENFORCEMENT

- A. **Placement:** GCRTA will determine the interior and exterior spaces that will serve as appropriate locations for all advertising. GCRTA reserves the right to modify, change, or alter the locations and sizes of the available ad spaces. The placement and size of any advertising shall be at the sole discretion of GCRTA.
- B. **Review:** GCRTA or its agent will review each advertisement submitted for display on or in GCRTA vehicles or facilities to determine compliance with the Standards set forth above. If any advertisement falls within (or may fall within) one or more of the prohibited categories, GCRTA or its agent will send prompt, written (email) notification to the advertiser, including a copy of these Standards and identification of the applicable category(s).
 - 1. **Revision.** The advertiser, at its discretion and cost, may submit suggestions for revision to the advertisement to make it compliant with these Standards.
 - 2. **Appeal.** Rejection of an advertisement may be appealed to GCRTA's Director of Marketing by written notification delivered to the Director of Marketing no later than ten (10) business days from the date of notice of rejection. The appeal shall set forth the arguments supporting the contention that the advertisement is compliant with GCRTA's Advertising Standards and therefore should be allowed. The Director of Marketing will schedule a hearing to be held within thirty (30) days of receiving notice of the appeal, and at such hearing will allow the advertiser to present any position or evidence they wish to offer. The Director of Marketing's decision shall be final.
- C. **Removal:** The Authority may, at the sole discretion of the General Manager, Chief Executive Officer, cause to be removed any advertising that does not conform to these Standards.
- D. **Uniform Application:** These Standards apply to all advertising coordinated or sold by GCRTA, any subcontractor, or third-party vendor. GCRTA reserves the right to suspend, modify, or revoke the application of any or all of these Standards as it deems necessary to comply with legal mandates, to accommodate its primary transportation function or to fulfill the goals and objectives of GCRTA.

4.0 RESPONSIBILITY

4.1 It is the responsibility of all Authority employees to comply with this administrative procedure as may be applicable.

5.0 **ATTACHMENT**

None.

EXHIBIT C

LICENSE FEES

Years 1-5:

Lease Number	Annual Rent	Monthly Fee
7425	\$7,776.00	\$648.00
8175	\$1,728.00	\$144.00
8192	\$1,080.00	\$90.00
8509	\$9,180.00	\$765.00
7319		\$7,713.00
	\$92,556.00	
	Total: \$112,320.00	\$9,360.00