

Exhibit A

- c. Advertising Contract List by Type – Includes a list of contracts by type, e.g. tails, queens, kings, shelters, etc., for the previous month.
- d. All monthly reports shall be provided to SMART electronically within fifteen (15) days after the end of each month.
- e. Other reports as determined by SMART
- 2. Quarterly
 - a. Advertising Revenue Report - Contractor shall provide a quarterly statement of advertising rates and sales in conformance with Contract requirements and dates when the advertising expires.
 - b. Quarterly reports shall be provided to SMART electronically within fifteen (15) days after the end of each quarter.
 - c. Other reports as determined by SMART.
- 3. Annual
 - a. A reconciliation of SMART's share of net advertising revenue for the past fiscal year ended June 30.
 - b. Annual report shall be provided to SMART electronically within fifteen (15) days after June 30.
 - c. Other reports as determined by SMART.

The Contractor must maintain a record of all interior and exterior advertising posted and removed by bus number, which SMART can review upon request.

In addition to the requirements stated in Section 2.34, SMART reserves the right to audit backup documentation from which the reports are derived using its own staff or a contracted auditing firm.

The Contractor will be required to attend quarterly meetings – or as determined necessary by SMART - with designated SMART personnel to review reports and program status.

B. Records

- a. Copies of all executed advertising contracts entered into with advertisers shall be provided to SMART within twenty (20) days of the date of execution.
- b. Copies of all invoices sent to advertisers. Invoice copies shall be provided within fifteen (15) days of the last day of the month when the invoice was sent.
- c. In addition to the requirements stated in Section 2.34, SMART reserves the right to audit the Contractor's records at any time during the term of the Contract and for six years thereafter. Contractor must retain all records relating to this Contract for at least six years after the expiration of the Contract.

5.07 Advertising Guidelines

A. Rate Card

Contractor shall develop a Rate Card which establishes a schedule of rates at which advertising space will be sold. The Rate Card shall be forwarded to SMART within 30 days of the award, quarterly, and 30 days prior to any changes to the rates throughout the course of this Contract.

B. Restriction on Content

In order to minimize chances of abuse, the appearance of favoritism, and the risk of imposing upon a captive audience, Offeror shall not allow the following content:

- 1. Political or political campaign advertising.
- 2. Advertising promoting the sale of alcohol or tobacco.
- 3. Advertising that is false, misleading, or deceptive.
- 4. Advertising that is clearly defamatory or likely to hold up to scorn or ridicule any person or group of persons.
- 5. Advertising that is obscene or pornographic; or in advocacy of imminent lawlessness or unlawful violent action.

C. Review of Advertising Content

Before displaying any advertising, exhibit material, or announcement which Contractor believes may be in violation of Section 5.07.B, "Restriction on Content," Contractor shall first submit the material to SMART for review. SMART shall make the final determination as to all violations of Section 5.07.B.

D. Changes in Authorized Advertising

It is mutually acknowledged and understood that advertising and the grant of advertising rights provided for herein are only incidental to SMART's transportation business, which may undergo changes affecting the advertising rights granted herein. SMART accordingly shall have no liability to Contractor for any change in its routes or in the number of transit vehicles operated by it or ridership or for any other change in its business activities which may affect the level or scope of advertising authorized by SMART. SMART shall give the Contractor a minimum of ninety (90) days' notification if policy decisions regarding advertising are to be made. Contractor agrees that any and all contracts it enters into with advertisers shall contain a clause permitting cancellation without penalty, except for prorating of fee, upon sixty (60) days' notice.

E. Reasonable Proof

Reasonable proof or clarification of statement contained in any advertisement, exhibit material or announcement may be required by SMART as a condition of use or continued use of advertising space.

F. Immediate Removal

Contractor shall immediately remove, at Contractor's sole expense, upon written demand of SMART or its authorized representative, a display, sign, poster or any other advertising material, including advertising content, which does not meet with SMART's approval. In the event that such matter is not removed within three working days of receipt of the written demand, SMART or its authorized representative may remove said materials or display and Contractor shall pay any costs incurred by such action. SMART or its authorized representative shall not in any way be held responsible or liable for any damage to the buses or materials so removed by SMART.

5.08 Maintenance Guidelines

A. Contractor Access to Buses

- a. The Contractor shall have reasonable access to buses and facilities listed at 5.08 (b) for the purpose of carrying out this Contract. Such access shall be during the non-peak service hours of each facility which are:

- 10 p.m. to 2 a.m., Monday through Friday
- 8 a.m. to 4:30 p.m., Saturday
- 6 p.m. to midnight, Sunday/Holidays

b. Terminal Locations

- SMART Macomb Terminal, 22900 Fifteen Mile Rd., Clinton Township, MI 48035
- SMART Oakland Terminal, 2021 Barrett St., Troy, MI 48084
- SMART Wayne Terminal, 30000 Industrial Drive, Inkster, MI 48141

- c. The facilities shall have no obligation to provide access beyond the times stated to facilitate the Contractor. The Contractor shall pay for any labor costs incurred by SMART as a result of any agreement to provide access beyond the times stated.
- d. The Contractor must sign in with the maintenance foreman or other designated person prior to servicing bus advertisements and otherwise comply with all access requirements of each facility. Contractor's personnel must display identification while on SMART property.
- e. All work must be approved by the Maintenance Foreman prior to leaving the facility.
- f. Contractor will not interfere with the normal operation of SMART facilities, equipment, or the work of any contractors or subcontractors on SMART property. Prior approval for any potential interference must be submitted to SMART Marketing Program Manager 48 hours in advance. Contractor will be notified of approval or denial of request. Standard procedure shall be that contractor gives the SMART