



STUART MICROTRANSIT SYSTEMS DOWNTOWN TRAM ADVERTISEMENT PROGRAM GUIDELINES AND APPLICATION

PROGRAM SUMMARY:

The City of Stuart Tram Advertisement Program is created to provide city businesses to place their ad on a moving advertisement panel on the city Tram.

ELIGIBILITY AND APPLICATION PROCESS:

- Businesses will be required to complete a Tram Advertisement Program Application and pay an application fee of \$50.00 (non-refundable). The applicant will be assigned space based on first-come, first-served basis or through a lottery selection process if the number of applicants exceeds the number of space available. If a lottery is required, a written notice will be provided to the applicants of the date, time and location of the lottery. On the lottery date, the applicant will be drawn at random, one at a time. Once all panels are filled any remaining applicants will be placed on a waiting list.
- If there is no one on the waiting list, participants in the future will be based on a first-come, first-served basis. If there is a waiting list, the organizations shall be randomly selected from those applications deemed complete and submitted by the selection deadline.
- There shall be no private transfer of panel space allotted to the business. In the event an applicant does not want to continue with the panel space allotted, the applicant shall notify the City in writing and the designated allotted space shall be forfeited. The panel space shall be administered only by the City to another applicant on a waiting list.
- The maximum number of panels is 8 and there is a limit of one (1) panel per business. A copy of a current business tax receipt is required to confirm that the business is located within the boundary of the City of Stuart.
- The location will not be reserved until this process is complete.

INSTALLATION AND MAINTENANCE:

- The City is the only entity permitted to install and remove the signs.
- The City shall assume all liability and responsibility for the replacement of signs in the event signs are damaged or stolen. However, the City will not be responsible for the replacement of any signs that can't be produced at a local sign company.

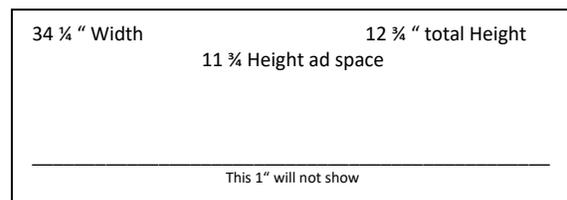
TERMINATION/WITHDRAWAL/BUSINESS CLOSURE:

- Termination: The business will be notified in writing if they are in violations of the program guidelines and will have 30 days to rectify any issue. If the issue has not been resolved after 30 days, the City will remove the sign and make the space available for another business.

- Withdrawal: A business that wishes to stop participating in the program must notify the Micro Transit Systems department in writing. Once notified, the City will remove the sign, making the space available for another business.
- Moving/Business Closure: A business that moves outside the area or ceases to operate will have their sign removed.
- There will be no refund for early termination or withdrawal from the program.
- If a business moves within the area and space is available for an ad, they may fill out an application if there is no one on the waiting list. If space is not available, the business will be placed on the waiting list.

DESIGN STANDARDS:

- The City will provide one (1) blank aluminum sign.
- The business will be financially responsible for the design aspect of the sign. Any material may be used to decorate the sign, including paint or vinyl. There are no color and design restrictions however; the business name/logo is the only wording allowed on the sign.
- No wording or business logo should be placed within 1 inch of the bottom edge of the sign. This area will be covered by the mounting brackets. Sign measurements are 12 ¾ height (but bottom 1 inch is covered by frame) x 34 ¼ wide.



- One side of the sign may be utilized.
- The business may use any sign or design company. Attached is a list of local sign companies for your convenience.
- The content or design on the sign must be pre-approved by the City prior to fabrication of the sign.
- The sign shall remain the property of the City and remains such during the design process, while located on the tram and after termination or withdrawal from the program.

CHANGES TO PROGRAM GUIDELINES

Program guidelines are subject to change and participants may be notified.

MICRO TRANSIT SYSTEM TRAM ADVERTISEMENT PROGRAM APPLICATION

BUSINESS INFORMATION	
Name of Business:	
Business Address:	
Business Phone:	Tax ID#:
Business Website:	
BUSINESS CONTACT PERSON / MANAGER INFORMATION	
Name:	
Phone:	
Email:	
PROPOSED SIGN LOCATION	



ACKNOWLEDGEMENT AND AGREEMENT

I hereby certify that I received and read the City of Stuart Tram Advertising Program Guidelines.

I understand my business is responsible for any printing, layout, design, maintenance and/or replacement costs associated with the business advertising sign.

- I understand the sign shall remain the property of the City and remains such during the design process, while located on the tram and after termination or withdrawal from the program.

Program guidelines and locations are subject to change without notice.

- \$50 application fee.
- \$200 monthly fee.

Applicant's Signature

Date

Print Name

Submit a completed application package to City Hall at 121 SW Flagler Avenue, Public Works, Attn: Paula Sesta, which includes the following:

- 1) Completed Tram Advertisement Program Guidelines and Application (non-refundable).
- 2) Completed MicroTransit Advertising Agreement.
- 3) Copy of current City Business Tax Receipt.
- 4) W-9 form (as applicable).

If you should have any questions, please call 772-600-1258.

Sign Companies:

Ampersand Graphics
553 SE Monterey Rd, Stuart, FL
772-283-1359

Flamingo Signs LLC
4444 SE Commerce Ave, Stuart, FL
772-220-7377

Sign It! Inc.
639 NW Baker Road, Stuart, FL
772-692-2866

Sign-A-Rama Stuart
2201 SE Indian Street, Stuart, FL
772-223-1540

Sign Store & More
1784 NW Federal Hwy, Stuart, FL
772-692-2323

D-Signs, LLC
911 SE Hillcrest Ave, Stuart, FL
772-287-9052

Banner Sign & Laminating Inc.
2217 S Kanner Hwy, Stuart, FL
772-286-1390

Sign Jungle
3347 SE Federal Hwy, Stuart, FL
772-220-8555



STUART MICROTRANSIT SYSTEMS ADVERTISING AGREEMENT

(the "Agreement"), is made and entered into as of the ___ day of _____, 20___, by and between, a _____, whose mailing address is _____ (the "Organization") and the City of Stuart, a Florida Municipality, whose mailing address is 121 SW Flagler Avenue, Stuart, Florida 34994 ("City").

Witnesseth

Whereas, The Organization is located in the City of Stuart geographic limits and is currently a member of the DID program; and

Whereas, the City has established a trial advertising program to offset expenses related to the operation of the tram program within the City; and

Whereas, the City will provide eight advertising panels on the downtown tram; and

Whereas, the Organization desires to place an advertisement in one of the eight panels located on the downtown tram.

Now, therefore, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows: and benefits set forth in this Agreement, and for continued friendship and comity; and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CRA and Organization agree as follows:

1. **Term.** The term shall be for a total of six months. At the expiration of the six-month period, the agreement shall terminate and the Organization shall not have any vested rights to continue advertising. At the end of the term, the Organization shall be responsible to submit a new application and participate in the selection process if it desires to pursue an opportunity to advertise again.
2. **Duration:** The parties agree that the advertising shall only take place during the normal operational hours for the specified tram. Nothing in this agreement guarantees a certain number of hours or the exact location of the tram other than it can be anticipated that the tram will generally follow its scheduled route during the published operating hours. This agreement will not provide tram advertising during special events. Special events shall be considered premium rates and if space is available it shall be offered to the current advertisers on a first come first serve basis.
3. **Fees and Payment.** In consideration of the publishing of the Advertisement, Organization agrees to pay the City on the following basis:
 - a. Base Rate: \$_____ per month for six months. Payment shall be made in advance on a quarterly basis.

b. Premium Rate: \$ _____

The first quarterly payment shall be due within ten days of the selection process. If payment is not made, the City shall have the right to select the next organization. Future payments shall be due on the first day of the quarter and failure to timely make same shall give the City the right to terminate the balance of the agreement without further notice.

4. Content evaluation. The City shall adopt and may amend from time to time guidelines for the sizes, placements and formats of each advertisement. Products and messages must be suitable and appropriate for the broader population and in line with the values of the City of Stuart community and City objectives. The Advertisements and the accompanying art must be legal, meet the City standards and not represent, portray or promote:

- a. A contravention of any legislation or regulation.
- b. Tobacco or tobacco products including vaping, marijuana and CBD oils.
- c. Political or religious advertising.
- d. Weapons
- e. Adult content as evaluated by the City representative.
- f. Gambling
- g. Alcohol
- h. A message that demeans or discourages the use of public transport
- i. A message that demeans public transport users
- j. A message that promotes unacceptable behavior to or on the transport vehicle.
- k. A message that poses either a danger to or confusion to traffic or a risk to health safety or the public generally
- l. A message that can be deemed offensive or demeaning to a specific community group.
- m. Messages that propose a commercial transaction which contains information that is false, misleading or deceptive.
- n. Promotes unlawful or illegal goods, services or activities.
- o. The message implies or declares an endorsement by the City of Stuart without the prior written authorization of the City Commission.
- p. The advertisement is obscene as a matter of law or depicts or describes in a patently offensive manner sexual or excretory activities.
- q. The advertisement or information is defamatory or libelous or violates a right of privacy.

5. Right to Refuse Unacceptable Advertising. The City reserves the absolute right to reject any advertisement of any reason at any time even though a reservation has been previously acknowledged and reuse any advertisement that does not completely conform to every detail, instruction, method and guideline determined by the City.

6. Truth in Advertising. Organization is solely responsible for any legal liability arising out of or relating to (1) the advertisement, and/or (2) any material to which users can acquire through the advertisement. The organization specifically represents and warrants that the advertisement complies with the City's advertising standards, and that it holds all of the necessary rights to permit the use of the

advertisement by the City for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the advertisement will not violate any laws or any rights of any third parties, including but not limited to such violations as infringement or misappropriation of any copyright, patent, competition, defamation, invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity.

7. Limitation on Damages. In no event will the City be liable to the organization or any beneficiary of the advertisement for any special, incidental or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not the City has been advised of the possibility of such damage.
8. Independent Contractor. The relationship between the parties is that of independent contractors and nothing contained in this Agreement shall be construed as creating any other relationship whatsoever between the organization and the City. In particular, nothing in this Agreement shall be construed to place the Organization and City in a relationship as partners, joint venturers, employer and employee, or principal and agent, respectively.
9. Indemnification. The Organization agrees to indemnify, hold harmless, and defend the City, including its agents, employees, and elected and appointed officials, from and against any and all claims, liabilities, losses, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with or related to this Agreement.
10. Governing law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the circuit court of and for Martin County, Florida.
11. Savings clause. If any term or provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder shall remain in full force and effect.
12. General Representations and Warranties. Each party hereby represents and warrants to the other party that it is duly organized, validly existing, and has the full and unrestricted power and authority, corporate and otherwise, to execute and deliver this Agreement and to perform all of its obligations under this Agreement. This Agreement, and the parties' responsibilities under it, may not be assigned or subcontracted.
13. Waiver. No failure or delay on the part of a party in exercising any right, power or privilege hereunder and no course of dealing between the parties shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any other rights or remedies which a party would otherwise have at law or in equity or otherwise.
14. Notices. All notices required or anticipated under this Agreement shall be sent certified mail, return receipt requested, and to the following respective offices:

If to the City: TRAM ADVERTISING

Attn: _____

121 SW Flagler Avenue
Stuart, Florida 34994-2172

If to the Organization: _____

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date and year first above written.

Signed, sealed and delivered in the presence of:

ORGANIZATION:

BY: _____

PRINT NAME: _____

ITS: _____

CITY OF STUART:

BY: _____

PRINT NAME: _____

ITS: _____