



City of Hesperia

BUS STOP SHELTER AD CONTRACT

Blue, Black Ink or Typewritten Only

CONTACT INFORMATION

Advertiser (Business Name): _____

Contact Person: _____

Phone: (_____) _____ - _____ Email: _____

Mailing Address: _____

Contract Type: New Renewal

FEE SCHEDULE

- | PANEL QUARTERLY FEE: | 1 Panel | 2 Panels | 3+ Panels |
|----------------------|------------|------------|------------|
| | \$250 each | \$225 each | \$200 each |
- PRINTING FEE: \$80 PER POSTER
- GOVERNMENT/NON-PROFIT DISCOUNT: 15% OFF

FEES DUE

DURATION OF LEASE: 3 MONTHS 6 MONTHS 9 MONTHS 1 YEAR

Number of locations (see pg. 2 for locations)		X	= \$
Govt./non-profit discount	\$	X .15	- \$
Subtotal			= \$
Printing fee (per new panel)		X \$80.00	+ \$
Total (make checks payable to 'City of Hesperia')			\$

PLEASE SEND COMPLETED APPLICATION AND CHECK TO:

City of Hesperia, City Manager's Office
9700 Seventh Avenue, Hesperia, CA 92345

FOR MORE INFORMATION PLEASE CONTACT:

April Antonio at (760) 947-1006 or
aantonio@cityofhesperia.us

By signing below, I hereby agree to the terms and conditions outlined in this contract and hereby authorize the City of Hesperia to display and maintain advertising specified in accordance with the terms and conditions of this contract.

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Bus Shelter Location	Direction of Panel	Requested Location	✓
1. I Avenue (near Power Play Center)	North	Reserved	
	South	Reserved	
2. I Avenue & Main Street	North	Reserved	
	South	Reserved	
3. Main Street (westbound) and H Avenue	East	Reserved	
	West	Reserved	
4. G Avenue and Olive Street	North	Reserved	
	South	Reserved	
5. Main Street (eastbound) and E Avenue	East	Reserved	
	West	Reserved	
6. Main Street (eastbound) and C Avenue	East	Reserved	
	West	Reserved	
7. Main Street (westbound) and C Avenue	East	Reserved	
	West	Reserved	
8. Main Street (eastbound) and Maple Avenue	East	Reserved	
	West	Reserved	
9. Main Street (eastbound) and Escondido Avenue	East	Reserved	
	West	Reserved	
10. Main Street (westbound) and Mariposa Avenue	East	Reserved	
	West	Reserved	
11. Main Street (westbound) and Oakwood Avenue	East	Reserved	
	West	Reserved	
12. Main Street and Eleventh Avenue	East	Reserved	
	West	Reserved	
13. Bear Valley and Balsam	East	Reserved	
	West	Reserved	
14. Bear Valley Road and Mariposa Avenue	East	Reserved	
	West	Reserved	
15. Bear Valley Road and Second Avenue	East	Reserved	
	West	Reserved	
16. Bear Valley Road and Hesperia Road	East	Reserved	
	West	Reserved	
17. Juniper Street and Eighth Avenue (eastbound)	East	Reserved	
	West	Reserved	
18. Bear Valley Road and Industrial Blvd.	East	Reserved	
	West	Reserved	
19. Danbury and I Avenue (westbound)	East	Open	
	West	Reserved	

Sample Panel





City of Hesperia

Bus Stop Shelter Advertising Sign Terms and Conditions

1. The Advertiser agrees and understands that by execution of this agreement, advertising space has been reserved for his/her advertising in a City of Hesperia (City) bus stop shelter. In the event that the Advertiser does not deliver the necessary materials and/or payment herein to the City by the deadline provided in this contract, the Advertiser will not have material installed on the scheduled date and the space may become available to other advertisers.
2. Bus stop shelter advertising contract terms shall be for a minimum of three (3) months per location per advertising panel. Government agencies and non-profits are eligible for a 15% discount off the panel lease rate. All fees are due at the time of contract execution.
3. Loss of display service due to failure to furnish advertisements is the fault of the Advertiser. Installation delay on the City's part is not a breach of contract and should result in pro rata credit or service extension.
4. All advertising must be in compliance with City advertising policy, ORG-33.
5. The City has the sole authority to install, perform maintenance and/or remove bus stop shelter advertising. This agreement does not grant the Advertiser authority to perform any of these functions with regards to bus stop shelter advertising.
6. No advertisement or announcement is permitted on or may be maintained on any City property if it or information contained in it falls within one or more of these categories:
 - a) False, misleading or deceptive commercial speech: The ad proposes a commercial transaction and is false, misleading or deceptive.
 - b) Unlawful goods or services: The Ad promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.
 - c) Unlawful conduct: The Ad promotes or depicts or encourages unlawful, anti-social or illegal behavior or activities.
 - d) Endorsement: The Ad implies or declares an endorsement by the City for a service, product or point of view, without prior written authorization of the City (through the City Manager).
 - e) Obscenity or prurient interest: The Ad contains obscene matter or any other matter that is prohibited under the provisions of Chapter 7.5 and 7.6 of Title 9 of the California Penal Code, and as such laws may be amended or supplemented.
 - f) Profanity, vulgarity, and riot: The Ad is profane or vulgar, or presents a clear and present danger of causing a riot, disorder, or other imminent threat to public safety, peace, order.
 - g) Adult-oriented Goods or Services: The ad promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated "X" or "NC-17," adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult internet sites, and escort services.
 - h) Libelous speech: The Ad holds up an individual or group of people to public ridicule, derision or embarrassment or is libelous
 - i) Copyright infringement: The Ad is an infringement of a copyright, trademark or registered mark.

- j) Tobacco, alcohol or firearms: The ad promotes, depicts the sale or use of tobacco, alcohol or firearms or related products, except products that counteract symptoms or tobacco or alcohol habituation.
 - k) Marijuana and Marijuana-related Goods or Services: The ad promotes, encourages, or depicts marijuana or materials that are identifiable with marijuana; or promotes, encourages, or depicts the sale or use of marijuana or materials that are identifiable with marijuana; or promotes or depicts any facility or service that grows or distributes marijuana.
 - l) Political campaign speech: The ad contains political campaign speech. For the purpose of these guidelines, the term "political campaign speech" is speech that (1) supports or opposes or appears to support or oppose a ballot measure, initiative or referendum, or (2) refers to any candidate for public office.
 - m) Traffic Interference: The Ad displays any work, phrase symbol or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device.
 - n) Web Addresses and Telephone Numbers: The Ad directs viewers to a website or telephone number that contains material that violates this Policy.
7. Should the advertiser's panel be damaged, defaced, mutilated or spoiled by reason of storm, vandalism, ordinary wear and tear, removal or any other cause, or if lost or stolen, replacement copy the Advertiser shall pay a \$54 replacement for the City to reproduce and install the replacement sign, however the original contract end date shall remain intact.
8. The advertiser assumes full and complete responsibility and liability for the content of all advertising copy submitted and displayed pursuant to this contract. Advertiser shall indemnify and hold harmless the City from and against any liability costs and damages to which it may be subjected by reason of the advertising material displayed.
9. The Advertiser agrees that if the City shall cease to have the right to display advertising copy in or on any the location(s) included in this contract, the City shall have the right to discontinue display service at said location(s), without prejudice to this Contract as to the remainder. In such case the Advertiser may relocate to an available location or shall be given credit pro rata for the omitted service.
10. If this is a renewal or extension display agreement, it is agreed that the display shall have been considered to have been installed on the day immediately following the expiration of the previous display agreement:
- a. Advertiser is to provide succeeding payments at least one week before the scheduled removal date.
 - b. Failure to submit payment for renewals and extensions shall be considered a cancellation of contract and will result in the scheduled bus stop shelter advertising removal.
11. The City reserves the right to cancel this contract at any time upon default by the advertiser in payment or other breach, or in the event of any material violation on the part of the advertiser. Upon cancellation, all advertising fees incurred hereunder will be due and non-refundable.
12. This contract is not assignable by the advertiser, nor may the subject of the advertising be changed.
13. Either party may cancel this contract for any reason without prejudice after completion of any month's service by giving at least thirty days written notice.
14. No change or addition to these state Terms and Conditions shall be binding on the City and any attempt to alter these Terms shall be treated as a request only.