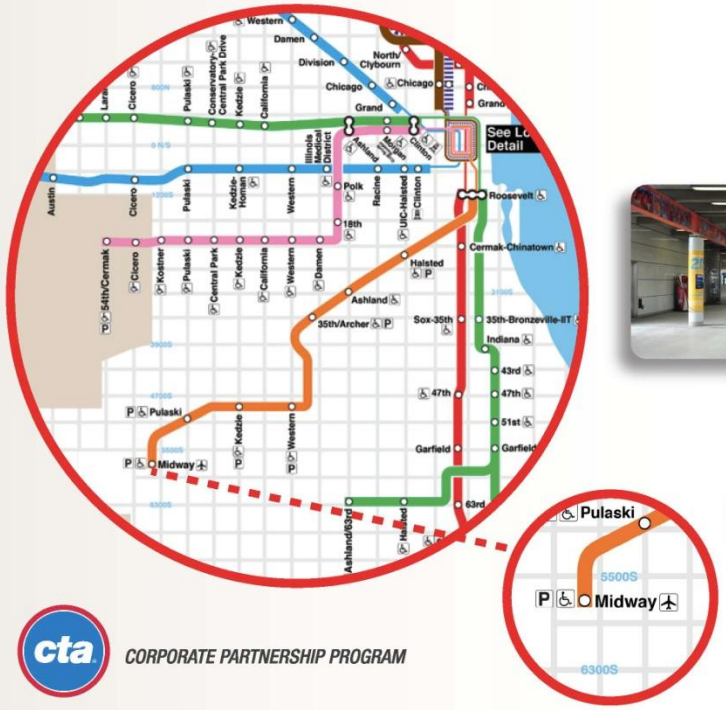
REQUEST FOR PROPOSALS FOR CHICAGO TRANSIT AUTHORITY'S CORPORATE PARTNERSHIP PROGRAM

MIDWAY (ORANGE LINE)

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



The orange line Midway stop is the most convenient way to get to the very busy Chicago airport.

Orange	*LINE*
Terminus / Ground Level	*TYPOLOGY*
2,652,740	*2011 RIDERSHIP*
14th	*RIDERSHIP RANKING*
Midway Airport, Connections to CTA buses, Park and Ride Facility	*KEY ATTRACTIONS AND BUSINESSES*
4612 W. 59th St.	*ADDRESS*
Garfield Ridge	*NEIGHBORHOOD*

Exclusive Sales Agent: IMG

cta *CORPORATE PARTNERSHIP PROGRAM*

STATION RIGHTS AND BENEFITS

General Benefits

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

Collateral Material and Signage Benefits

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

Advertising Benefits

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

Online Benefits

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

On-Site Benefits

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

Hospitality Benefits

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

Media Benefits

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

Term

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

Benefits provided on an annual basis.

CORPORATE PARTNERSHIP PROGRAM

Exclusive Sales Agent: IMG

REQUEST FOR PROPOSALS FOR CHICAGO TRANSIT AUTHORITY'S CORPORATE PARTNERSHIP PROGRAM – MIDWAY (ORANGE LINE)

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SECTION I. INTRODUCTION

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

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

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

- Midway (Orange Line) – Please refer to page 2 for additional information

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

SECTION II. EVALUATION PROCESS AND CRITERIA

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

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

GENERAL CRITERIA

1.1 Filter Criteria

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

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

ECONOMIC CRITERIA

2.1 Financial Offer

2.2 Other

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

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

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

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

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

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

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

SECTION III. RFP PROCESS AND SCHEDULE

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

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

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

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

APPENDIX A - SUBMISSION FORM

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

A1. BACKGROUND INFORMATION

Primary Contractor:

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

B. RFP Contact:
Name of Contact Person _____
Contact Telephone Number _____ Contact Fax _____
Contact Email Address _____

C. Business Federal Tax Identification Number _____

D. Year of Foundation/Incorporation _____

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

Yes ____ No _____If yes, please explain: _____

_____

F. Does Business currently have a Corporate Social Responsibility (CSR) policy/activity?

Yes _____ No _____ If so, please explain (attach additional pages if needed): _____

_____

_____

G. Have any of the Business Owners ever been convicted of violations of federal, state or local laws (other than traffic violations) in connection with their professional role?

Yes____ No_____ If so, please explain (attach additional pages if needed): _____

_____

_____

H. Has the Business filed for bankruptcy within the past seven years?

Yes ___ No ___ If yes, provide discharge date_____

I. Are there any pending or recent lawsuits against the Business or the Business Owners?

Yes __ No __ If so, please explain (attach additional pages if needed): __

_____

_____

_____

J. Has the Business ever been disbarred or disbanded from doing business by any local, state or government entity in Illinois?

K. Is the Business up-to-date with all federal, state and local tax payments?

L. Is the Business receiving any tax incentives from any Illinois state or local governments?

M. Will the Business lay off any employees off as a result of this sponsorship?

N. Has the Business received any federal or state “bail outs” and if so, have the funds been repaid? If not, will the company do so to in advance of the award of this sponsorship?

A2. FINANCIAL OFFER

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

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

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

A3. ADDITIONAL PROGRAM INFORMATION

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

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

A4. LEGAL CLAUSE

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

Signed by Print Name: _____
Authorized Signature: _____
Date Submitted: _____

APPENDIX B – DISCLOSURE OF OWNERSHIP AND INTERESTS AFFIDAVIT

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

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

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

Requisition Number: _____

Bidder Name: _____

Bidder Business Address: _____

The undersigned _____ (Name), as _____ (Title), and on behalf of _____ (Business Address) ("Bidder" or "Contractor"), having been duly sworn under oath certifies as follows:

DISCLOSURE OF OWNERSHIP INTERESTS

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

[ ] Individual
[ ] Business corporation
[ ] Not-for-Profit corporation
[ ] Sole Proprietorship
[ ] Limited liability company
[ ] Partnership
[ ] Joint Venture
[ ] Limited Liability Partnership
[ ] Other _____

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

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

1. Incorporated in the State of _____

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

Name	Title
_____	_____
_____	_____
_____	_____

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

Name	Title
_____	_____
_____	_____
_____	_____

TO BE COMPLETED BY FOR -PROFIT CORPORATIONS ONLY:

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

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

   _____

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

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

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

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

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

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

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

B. PARTNERSHIPS

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

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

C. LIMITED LIABILITY COMPANIES

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

Name	Title
_____	_____
_____	_____
_____	_____

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

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

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

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

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

Name	Business Address
_____	_____
_____	_____
_____	_____

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

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

E. ADDITIONAL INFORMATION - TO BE COMPLETED BY ALL BIDDERS

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

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

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

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

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

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

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

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

If Yes, provide names and amount of ownership interest:

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

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

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

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

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

BIDDER:

By _____

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

NOTARIZATION - REQUIRED

State of _____

County of _____

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

By ____
(Signature of Notary Public)

(NOTARY'S SEAL)

APPENDIX C – LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

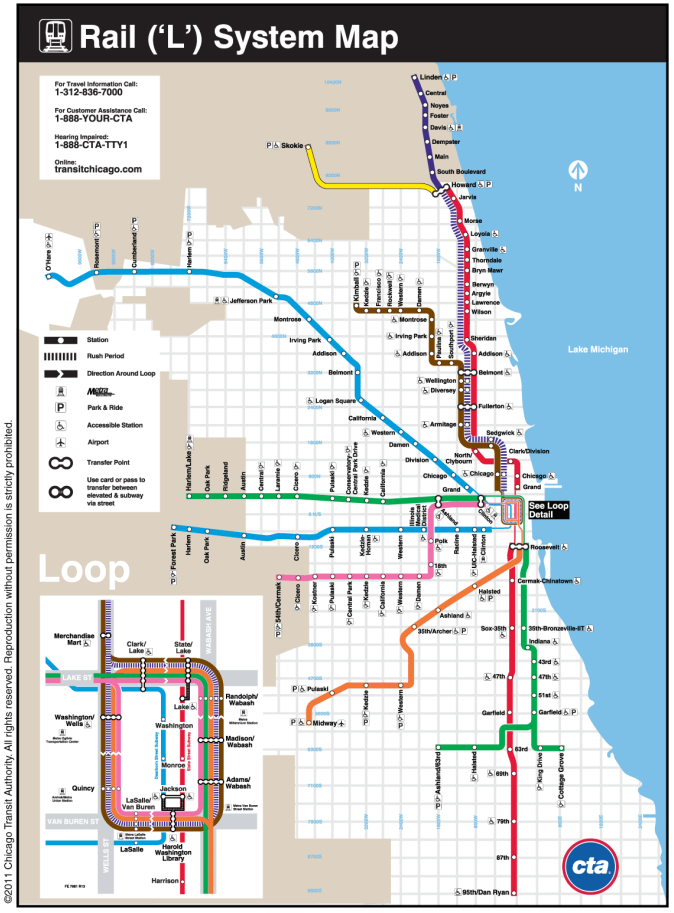
Executed this _____ day of_____, 20_____.

By:_____
(Type or print name of contractor)

_____
(Signature of authorized officer)

_____

APPENDIX D – SYSTEM MAP



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APPENDIX E – HISTORICAL RIDERSHIP DATA

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

Annual Ridership per Station

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

Annual System Totals (Actual)

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

System Daily Averages

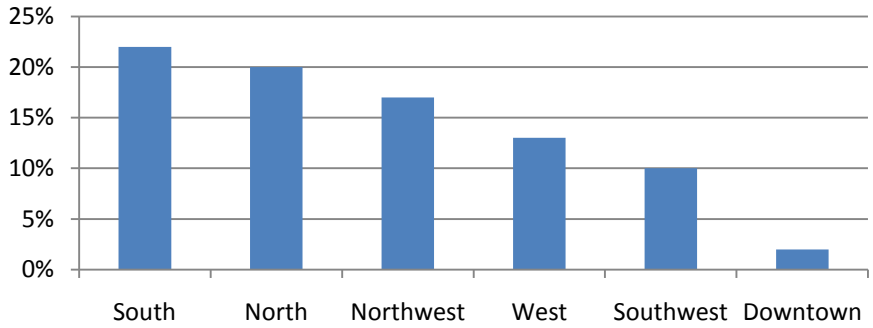
	Average Weekday		Average Saturday		Average Sunday	
	2010	**2011**	**2010**	**2011**	**2010**	**2011**
Bus	973,062	984,918	623,631	640,047	433,016	447,180
Rail	671,261	703,326	422,059	447,605	301,402	326,956
System Total	**1,644,323**	**1,688,245**	**1,045,690**	**1,087,653**	**734,419**	**774,137**

APPENDIX F – PROFILE OF CTA RIDER

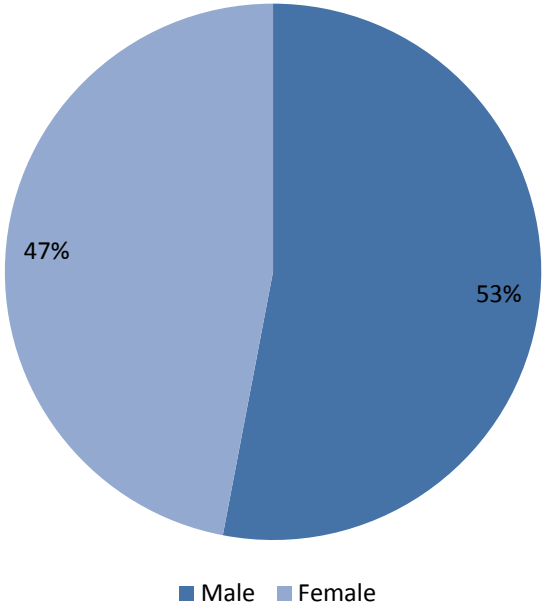
Note: Ridership information is historical and does not offer any guarantee of future ridership levels or characteristics on the part of CTA.

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

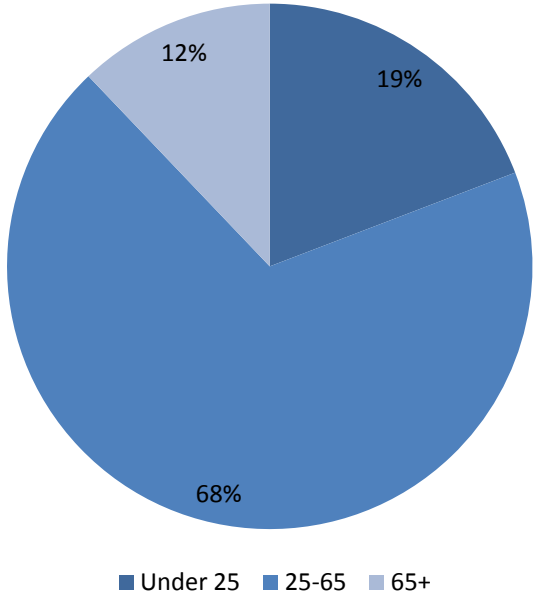
Residence



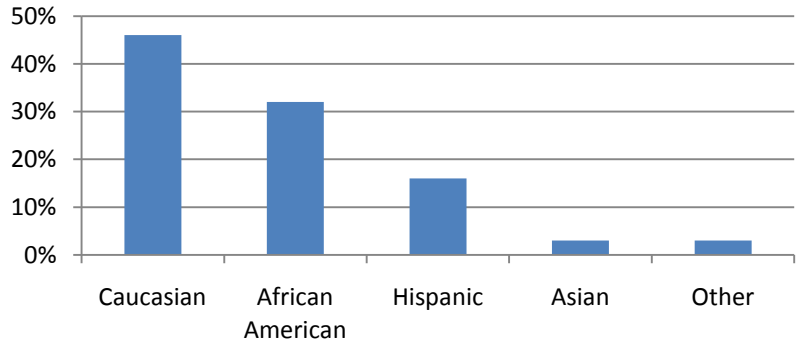
Gender



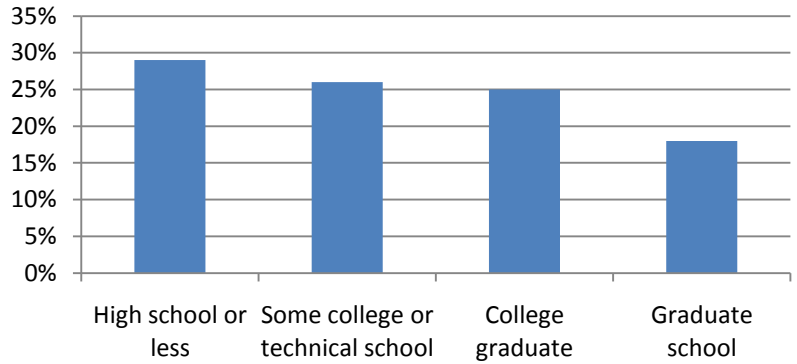
Age



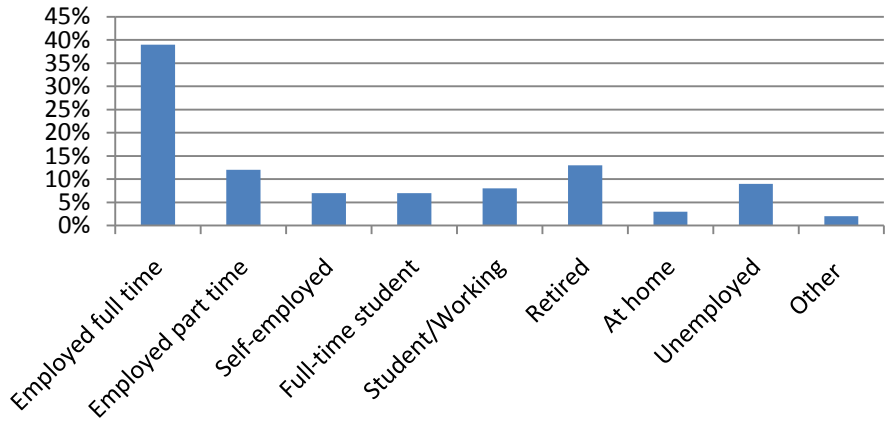
Ethnicity



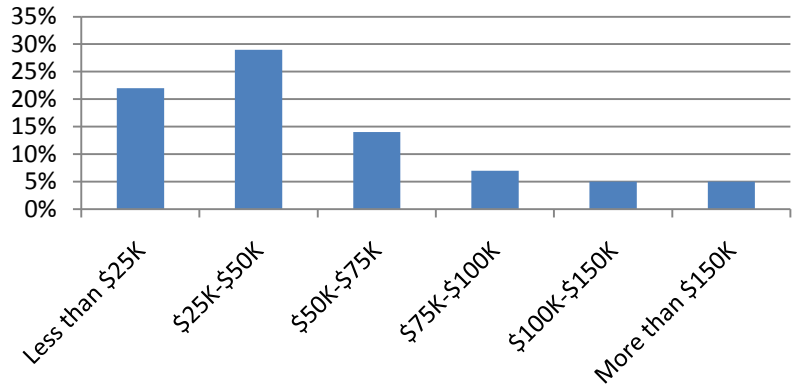
Education



Employment



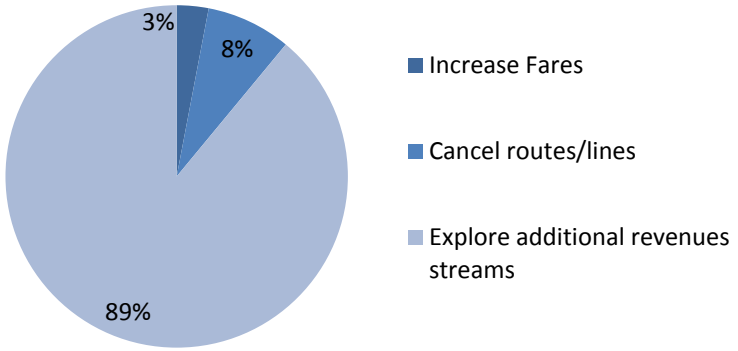
Household Income



APPENDIX G – NAMING RIGHTS SURVEY RESULTS

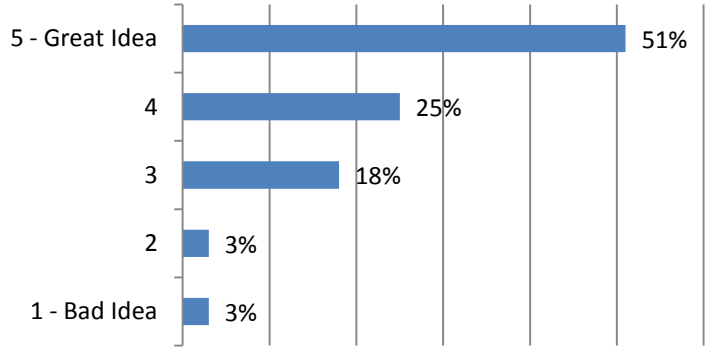
Source: 500 Surveys; Year 2011

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



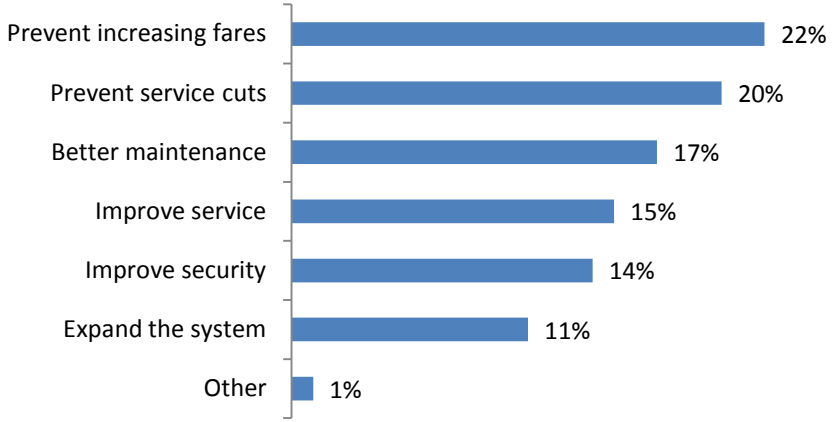
Exploring additional revenues streams is the most preferred option for the CTA to reduce its deficit.

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



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

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

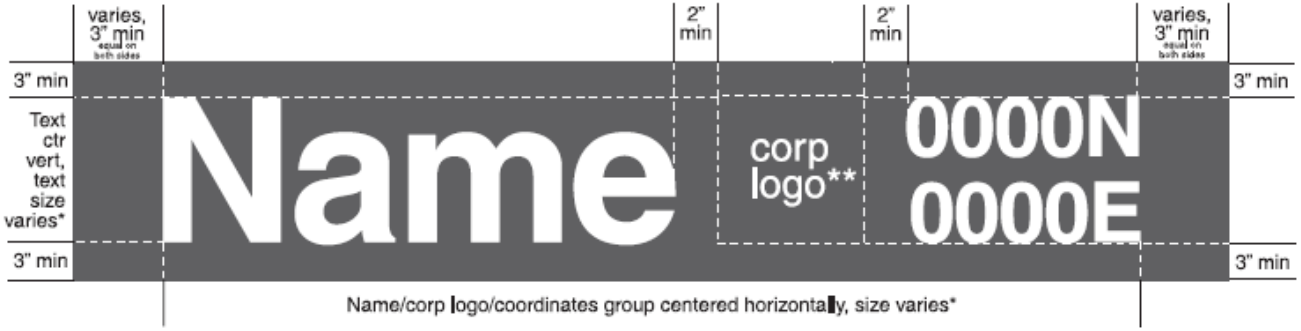


The community believes they will be positively impacted by this program.

APPENDIX H – ILLUSTRATION OF SIGNAGE

Design for Sponsored Station Name Signs

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



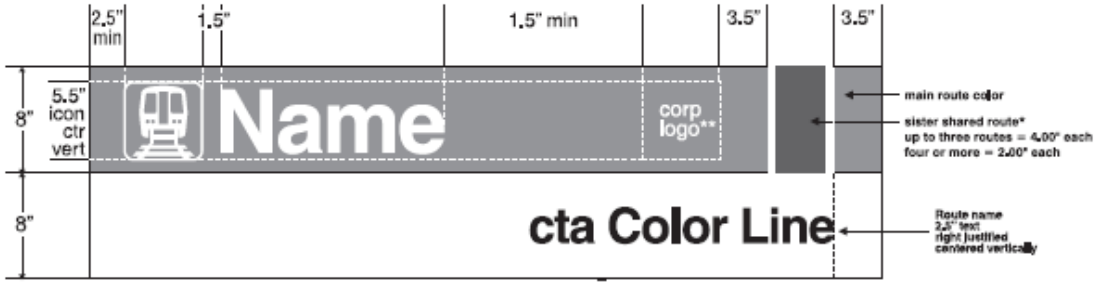
* Station name text size varies according to the length of the name. Maximum text size is 10" cap-height; minimum text size is 4" cap-height. Text can be stacked on two lines if length of name and space available requires it. The name, corporate logo, and address coordinates are a group, and are scaled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

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

Example:

Design for Sponsored Station Entrance Signs

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



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

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

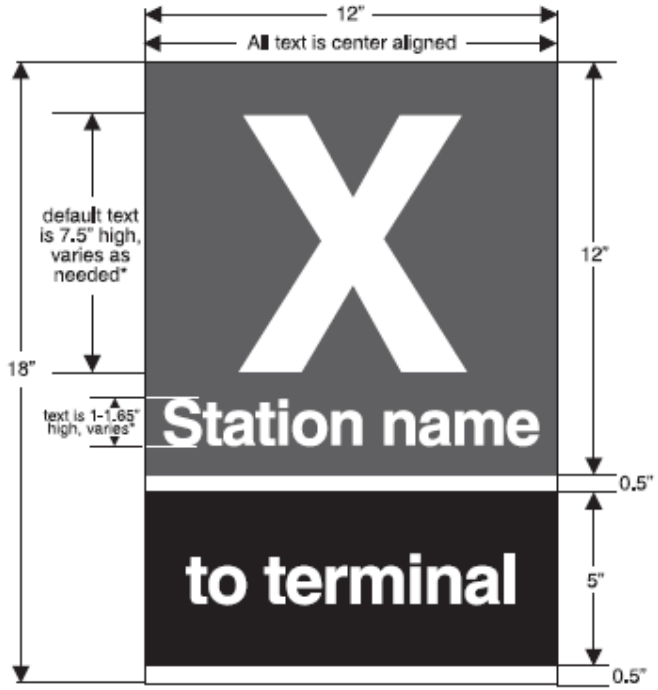
If existing/standard entrance sign size cannot accommodate the full sponsored name of the station at a text height that meets ADA guidelines, corporate logo may be omitted and/or sign may be replaced with one of larger size. Layout proportions would remain the same on larger sign. Cost of replacement,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

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

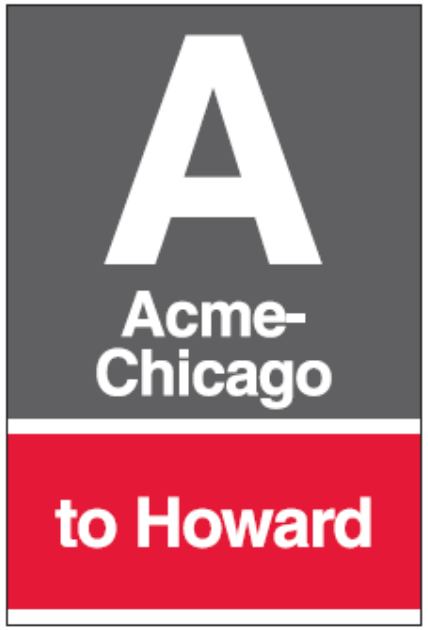
Example:

Design for Sponsored Station Symbol Signs

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



Example:



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

Corporate logo does not appear on this sign.

APPENDIX I – SAMPLE AGREEMENT

CONTRACT BETWEEN
THE CHICAGO TRANSIT AUTHORITY

and

[CORPORATE SPONSOR]

For Brand Advertising Sponsorship Rights

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

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

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

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

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

1. Definitions

In this Agreement:

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

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

"Agreement" means this agreement including all appendices and schedules thereto;

"Agreement Date" means the effect date of this Agreement;

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

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

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

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

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

"Sponsor Business" means [_____].

2. Grant of Brand Advertising Sponsorship Rights

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

3. CTA's Obligations

During the Term of this Agreement, CTA will:

a. Provide the benefits described herein and in Schedule A;

b. Maintain the Asset consistent with CTA's usual course of business; and

c. Repair damaged signage and replace missing signage related to the Brand Advertising Sponsorship Rights.

4. Ancillary Benefits Applicable to Rail Stations

a. During the Term of this Agreement, Sponsor shall have a right of first offer to purchase additional advertising beyond that provided in Schedule A on or in the Asset from CTA's Advertising Contractor or CTA, as the case may be, on terms and conditions set forth herein (the "Advertising ROFO").

    i. Pursuant to the Advertising ROFO, Sponsor has the first right to place advertising on or in the Asset in any medium permitted by CTA and in any and all locations approved by CTA for advertising on or in the Asset, which may include advertising on or in any displays, seats, benches, kiosks, turnstiles or other equipment, walls, ceilings, billboards or signs. Where the right to sell such advertising has been granted to CTA's Advertising Contractor, Sponsor may purchase such advertising pursuant to the Advertising ROFO at rates acceptable to Sponsor and CTA's Advertising

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

ii. The Advertising ROFO will attach to advertising locations on or in the Asset when the advertising campaign, if any, for such locations in place upon commencement of this Agreement shall terminate.

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

5. Limitations of Rights Granted to Sponsor

a. The Brand Advertising Sponsorship Rights exclusivity granted under this Agreement shall not apply to Advertising Rights, which are granted separately by CTA to its Advertising Contractor, except as specifically provided herein.

b. This Agreement shall not grant to Sponsor a right of entry to any CTA property or element of CTA's transit system, including the Asset, except as specifically provided herein.

c. The Brand Advertising Sponsorship Rights exclusivity granted under this Agreement shall not extend to property within or adjacent to the Asset occupied by Concessionaires vending goods or services to the public and shall not apply to any rights granted to Concessionaires.

d. CTA's automated announcements will not reference Sponsor.

e. Sponsor is not granted any rights beyond those specifically delineated in this Agreement.

6. Limited License to Use Trademarks and Service Marks

a. Subject to the terms of this Agreement and provided Sponsor is not in breach of any term or condition hereof, CTA grants Sponsor the non-exclusive and royalty-free license to use the CTA trademarks, service marks, logos, and any secondary marks ("CTA Marks") to identify Sponsor as the sponsor of the Asset identified herein in connection with advertising and promotional activities of Sponsor, as approved in writing by CTA. Any and all materials produced by Sponsor, or other planned promotional activity, using the CTA Marks must be submitted to CTA for review and prior approval, which approval shall not be unreasonably withheld.

b. During the entire Term of this Agreement, Sponsor grants to CTA the non-exclusive and royalty-free license to use Sponsor's trademarks, service marks, logos, and any secondary marks ("Sponsor Marks") to identify the Asset in connection with maps, signage, and informational, advertising and promotional materials. Such license shall extend to third parties to the extent necessary to produce and distribute materials referencing the Asset.

c. Sponsor acknowledges that the size of its logo and the size, color, and font of its name to be used by CTA on CTA's maps, signage, and promotional and informational material, the license to which extends to third parties to the extent necessary to produce such maps, signage, and promotional and informational material, shall be at the absolute discretion of CTA.

d. All rights of approval of the use of a trademark, service mark, logo or other identification of a party (the "Marks") shall be a continuing right so that any party may later object to the use of the Marks that had been previously approved, should circumstances change or other reasons arise that, in the reasonable judgment of the party objecting, make continued use potentially damaging to reputation or image of the Marks or the objecting party.

e. All uses of Marks by a party hereto shall inure to the benefit of the party granting the license in their own marks and not the licensee hereunder, including any goodwill that may arise from the use of the Marks. No licensee hereunder shall make any claim of ownership or other interest in any Mark licensed to them hereunder.

7. Sponsorship Fee

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

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

8. Sponsor Name or Logo Change

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

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

9. Interruption of Transit Operations – Force Majeure

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

10. Effect of Maintenance and Rehabilitation

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

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

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

11. Public Relations

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

12. Indemnification

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

b. By CTA: To the extent permitted by law, CTA will indemnify, protect, defend and hold harmless Sponsor and its respective directors, officers, employees and agents, from and against any and all claims, costs, liabilities, losses, damages, injuries, judgments and expenses including, without limitation, attorneys' fees, court costs, and other legal expenses arising out of or resulting from:

   i. any bodily injury, including death, personal injury or property damage arising out of CTA's obligations under this Agreement;
   ii. misrepresentation or negligence of CTA, its board members, directors, officers, employees or agents, or the non-fulfillment of any obligation set forth in Section 3 of this Agreement; and
   iii. construction or installation of signs and/or promotional materials produced by CTA in connection with this Agreement.

13. Term

a. The Initial Term of this Agreement shall commence on the Agreement Date and shall continue for [TERM] (the "Initial Term").

b. This Agreement may be renewed, by the mutual agreement of the parties and under terms mutually acceptable to both parties, twice for additional periods of [1/2 of Initial Term] each (the "Renewal Term(s)") following the end of the Initial Term. Sponsor must notify CTA in writing of its interest in renewing this Agreement 6 (six) months before the end of the Initial Term or the first Renewal Term.

c. Should Sponsor and CTA not mutually agree to renew this Agreement, prior to the expiration of this Agreement, CTA may solicit bids from third parties to purchase Brand Advertising Sponsorship Rights to the Asset to commence at the end of the Term of this Agreement.

d. The Initial Term and any Renewal Terms are collectively referred to herein as "Term".

14. Termination for Breach

a. Without prejudice to any remedy it may have against Sponsor for breach of any provision of this Agreement, CTA may, by written notice to Sponsor, terminate this Agreement with immediate effect if:

   i. Sponsor commits a material breach of this Agreement and, if the breach is capable of remedy, fails to remedy the breach within 30 days after receipt of written notice from CTA describing in full the nature of the breach and remedy required by Sponsor.

   ii. Sponsor or any of its affiliates engages in business that does not conform with the restrictions set forth in this Agreement and/or any other restrictions and/or ordinances imposed by the CTA and in effect during the Term of this Agreement, including, but not limited to, CTA's Advertising Guidelines, which are incorporated herein as Schedule H.

iii. Sponsor or any of its affiliates conducts itself in a way which damages the reputation of CTA or is likely to damage the reputation of CTA, either directly or by way of damaging the reputation of Sponsor. The determination of whether a Sponsor's activity damages or is likely to damage the reputation of CTA is in the sole discretion of CTA.

b. Either party may terminate this Agreement immediately by giving notice to the other party if the other party files any voluntary petition in bankruptcy, suffers the appointment of a receiver or trustee to be filed, suffers its assets to be sold to satisfy a judgment of any court, makes any assignment for the benefit of its creditors, or is the subject of any involuntary petition in bankruptcy.

c. Upon termination or expiration of this Agreement, all rights granted by this Agreement shall cease, except that this clause and those clauses the survival of which are necessary for the interpretation or enforcement of this Agreement shall survive termination or expiration of this Agreement and shall continue in full force and effect.

d. Upon termination of this Agreement pursuant to this Section, Sponsor shall not be entitled to reimbursement of any portion of the Sponsorship Fee paid to CTA.

e. Upon termination of this Agreement pursuant to this Section, CTA will remove references to the Sponsor from the Asset and other portions of CTA's transit system, as relevant. The Sponsor indemnifies CTA against all reasonable loss or expense incurred by CTA by such removal and creation of replacement materials.

15. Termination for Convenience

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

16. Entire Agreement; Amendment

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

17. Assignment

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

18. Contact Persons

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

19. Contract Documents and Order of Precedence

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

a. This Agreement

b. _____

c. _____

d. _____

20. Intention of the Parties

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

21. Severability

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

22. State Law

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

23. Contract Interpretation

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

24. Counterpart Execution

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

25. Authority

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

26. Waiver

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

27. Entire Contract

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

28. Notices

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

Address for CTA: Address for Sponsor:

SIGNATURES

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

[SPONSOR]

By: _____
(Signature)

_____
Name

_____
Title

CHICAGO TRANSIT AUTHORITY

By: _____
(Signature)

_____
Forrest Claypool, President

DATED: _____

State of _____
County of _____

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

My Commission expires: _____
(Signature of Notary Public)

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

_____
Assistant Secretary

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

_____Attorney

Schedule A

Brand Advertising Sponsorship Rights and Benefits

Schedule B

Description of Asset

Schedule C

Payment Schedule

a. Year 1: [__%] of the Sponsorship Fee (AMOUNT), of which (INITIAL AMOUNT*) is due within 10 days of execution of this Agreement, and (REMAINING AMOUNT) is due within six (6) months of the Agreement Date.

b. Years 2-__: [__%] of the Sponsorship Fee (AMOUNT) per year due in two installments -- one half (AMOUNT) due on the anniversary of the Agreement Date and one half (AMOUNT) due six months after the anniversary of the Agreement Date.

* Initial amount must exceed ____ to cover implementation costs.

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

Schedule D

Sponsor Name, Logo and Marks

Schedule E

CTA Marks

Schedule F

CTA System Map

Schedule G

CTA Advertising Guidelines