

TRANSIT SHELTER ADVERTISING AGREEMENT

This Transit Shelter Advertising Agreement (this "Agreement") is entered into this _____ day of _____, 20____, by and between the Village of Homewood, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois (the "Village") and View Transit, LLC, an Illinois limited Liability Company ("View"), having a place of business at 430 West Erie Street, Suite 510, Chicago, IL 60654.

WHEREAS, the Village and Eagle Advertising Co, D/B/A Illinois Convenience & Safety Corp. _____, entered into a certain Agreement dated May 4, 2011 (the "Prior Agreement"), which Prior Agreement was assigned by IC&SC to View in connection with the purchase by View of substantially all the assets of ICSC.

WHEREAS, View is currently operating transit advertising shelters in the Village, as set forth on Exhibit A, attached hereto and made a part hereof (the "Existing Shelters"), pursuant to the Prior Agreement.

WHEREAS, The Village and View desire for View to continue operating the Existing Shelters (and any additions thereto) upon expiration of the Prior Agreement, pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained and intending to be legally bound thereby, and subject to the terms and conditions hereinafter stated, the Village and the View enter into this Agreement and agree as follows:

1. **DURATION/GRANT**. Subject to all the terms and conditions contained in this Agreement, and compliance with all applicable state, federal and local law, the Village hereby grants View a license to continue operating the Existing Shelters (with advertising) and to erect, install, maintain and repair any additional transit shelters on locations agreed to by the Village and View (individually a "New Shelter" and collectively, "New Shelters"), for a period of ten (10) years from May 10, 2026 until May 9, 2036. (the "Term") This Agreement shall automatically be renewed for an additional five (5) year term unless written notice to terminate is given by either party within thirty (30) days of the end of the initial term. Hereinafter, the Existing Shelters and any New Shelters shall be referred to collectively as the "Shelters."

2. **INSTALLATION, MAINTENANCE AND OBLIGATIONS**.

(A) With respect to any New Shelters, View may provide, install and maintain, at no cost to the Village, attractive, clean and safe transit passenger shelters with advertising, in locations designated by the Village and agreed to by View, to be located along the public right-of-way within the Village limits over which the Village maintains control; provided, however, that View has or obtains the necessary permits and approvals prior to installation. View shall continue to maintain the Existing Shelters, at no cost to the Village, in accordance with this Agreement.

- (B) View shall be responsible for the connection of the Shelters to any necessary public or private utilities, and for the payment of any and all costs and expenses of such connections.
 - (C) View will inspect each Shelter at least once per week and shall maintain the Shelters in a good state of repair and appearance such that each Shelter is structurally sound and is free of graffiti, garbage, debris, and other rubbish.
 - (D) View shall remove or repair any Shelter which presents a threat to public safety within twenty-four (24) hours of notification from the Village or View otherwise being aware of the unsafe condition.
 - (E) The Shelters are the property of View and shall be removed by the View within thirty (30) days after termination of this Agreement or any extensions thereof. View shall be responsible to restore the sidewalks, walkways and curbs to the condition that existed immediately prior to the installation of the Shelters. Nothing contained in this Agreement shall be construed as creating an ownership interest in View with respect to any sidewalks, walkways, curbs, or other public property to which any Shelters are temporarily attached.
 - (F) View shall have the right to sell advertising on the Shelters in accordance with high moral standards. The Village shall have the right to require View to remove any advertising material that the Village in its sole discretion believes to be offensive, not suitable or aesthetically offensive to the Village.
 - (G) The Village shall have the right to advertise community events or other public service services if the advertising space on any of the Shelters is unsold. The Village shall be responsible for any production costs and must contact View for availability placement and posting.
 - (H) View shall have the right to remove any Shelters without notice to the Village in the event any restrictions on the construction, maintenance or use of the Shelters for advertising purposes is imposed by applicable law which would have the effect of restricting the location, construction, maintenance or operation of any Shelters so as to diminish the value of any of the Shelters for advertising purposes. View may also remove any Shelters in the event View is unable to obtain advertising contracts sufficient to make the Shelter economically feasible. The Village may require the removal of any Shelter if any provision of this Agreement is breached and not cured within thirty (30) days after written notice from the Village.
3. **COMPENSATION TO VILLAGE**. View shall pay to the Village thirty percent (30%) of the Gross Billings generated by the rental space of Shelters. "Gross Billings" is defined as the invoiced price to advertisers, without consideration for or reduction for, trade discounts rebates refunds or credits. The only allowance that will be made is for legitimate advertising agency fees which shall not exceed fifteen percent (15%). View shall pay the

Village annually, by March 1 of each year, for the prior calendar year. View will allow reasonable inspection by authorized Village officials at View's office during normal business hours to review Gross Billings and the amount payable to the Village.

4. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** View shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, including the Village.
5. **NOTICES.** All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail, or by overnight courier addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; when received or refused or if by mail, or on the business day after delivery to the overnight courier, marked for next day delivery.

If to View: Graydon L. Megan
View Transit LLC
430 West Erie Street, Suite 510
Chicago, IL 60654
Telephone: (312) 957-8214

If to the Village:

Richard Hofeld, Village President
VILLAGE OF HOMEWOOD
2020 Chestnut Road
Homewood, IL 60430-1702
708.206.3377
rhofeld@homewoodil.gov

6. **JURISDICTION.** This Agreement shall be construed and enforced according to the laws of the State of Illinois. Venue for any litigation, which may arise in connection with this Agreement, shall be in Cook County, Illinois. View agrees to be subject to the jurisdiction (subject matter and personal) of the courts in Cook County, Illinois.
7. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

8. **INDEMNIFICATION.**

(A) Except for the negligence or willful misconduct of Village, View agrees to defend, indemnify and hold harmless Village and any of its boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of actions, claims, losses, demands and expenses, including but not limited to attorney's fees and costs of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including View's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by View. The provisions of this paragraph shall survive termination of this Agreement.

(B) The Village hereby agrees to defend, indemnify and hold harmless View and any and all of its managers, members, employees, officers, agents, representatives, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Village's employees and agents, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct of the Village. The provisions of this paragraph shall survive termination of this Agreement.

9. **CONFLICT OF INTEREST.** View covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the Village in connection with this Agreement has any personal financial interests, direct or indirect, with View. View further covenants that, in the performance of the Agreement, no person having such conflicting interest shall be employed or compensated. Any such interest on the part of View or its employees must be disclosed in writing to the Village.

10. **INSURANCE.** View shall maintain, at all times during the Term, insurance as set forth below and shall furnish, at or prior to execution of this Agreement by the Village, Certificates of Insurance, which indicate that the required insurance coverage has been obtained for all required insurance policies. All policies shall provide a notice of cancellation or restriction and the policies must be endorsed to provide Village with at least 30 days' notice of cancellation, except in the case of non-payment in which case the notice period shall be 15 days. The Village shall be added as an additional insured under the Commercial General Liability, and Automobile policies. The required insurance is as follows:

(A) Worker's Compensation Insurance as required by applicable law;

(B) Commercial General Liability Insurance on in amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate for bodily injury and property damage; and

(C) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in amounts not less than one million dollars (\$1,000,000.00) per occurrence and in the aggregate for bodily injury and property damage combined.

11. **NONDISCRIMINATION.** View agrees that it shall not discriminate as to race, color, creed, national origin, religion, age, sex (including pregnancy, sexual orientation, or gender identity), disability and genetic information (including family medical history), or any other protected class in connection with its performance hereunder.

12. **MISCELLANEOUS.**

(A) Captions, title and paragraph headings are for convenient reference and are not a part of this Agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Agreement.

(B) No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereon, and no waiver shall be effective unless made in writing.

(C) Should any provisions, paragraph, sentence, work or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Illinois, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

(D) Further Assurances. All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this Agreement.

(E) Neither View nor Village intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

(F) Each party has participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against either party.

(G) This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument. Any such execution may be by facsimile or electronic (PDF) signature and each party agrees that it will not contest the validity of this Agreement due to the fact that the other party possesses only a facsimile or PDF Copy of its signature.

(H) View represents that it is duly organized and validly existing under the laws of the State of Illinois, with full legal right and authority to enter and perform its obligations under this Agreement and is duly authorized to execute and deliver this Agreement without further approvals or authorizations.

(I) The Village warrants and represents that has authority to enter into this agreement and that the necessary and proper resolutions have been approved and passed by the proper Village officials, and that it is duly authorized to execute and deliver this Agreement without further approvals or authorizations.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective duly authorized officials on the day and year first above written.

Village:

Village of Homewood

By: _____

Name and Title: _____

Attest: _____

Name and Title: _____

View:

View Transit, LLC

By: _____

Graydon L. Megan, President

EXHIBIT A

Existing Shelters

REF	ID	DESCRIPTION	STATUS	LAT/LONG
HW-1	169	Halsted Street S/O 175th Street (@ Target)	Active: In service	41.57134,-87.63607
HW-2	170	Halsted Street S/O 175th Street (@ Kohls) W/S	Active: In service	41.57011,-87.63662
HW-3	171	Halsted Street N/O Maple Road (@ Home Depot)	Active: In service	41.56709,-87.63591
HW-4	172	Halsted Street N/O Ridge Road (@ Boston Market)	Active: In service	41.56342,-87.63591
HW-5	173	Halsted Street N/O Ridge Road (@ Chilis) W/S	Active: In service	41.56304,-87.63642
HW-6	174	Halsted Street & Holbrook Road	Active: In service	41.53916,-87.63621
HW-7	175	Dixie Highway & Maple Road	Active: In service	41.56731,-87.66586