

SCOPE

A. Toll Plaza Advertising Panels

1. The Mid-Bay Bridge Authority (MBBA) Advertising Panels program shall involve the development, design and installation of advertisements on the outside front windows of tollbooths, and other toll plaza-related surfaces approved in writing by the MBBA, to generate revenue for the MBBA through the leasing of advertisement spaces at the MBBA's toll plazas located on the Mid-Bay Bridge.
2. The MBBA reserves the right, at any time, to increase or decrease the number of tollbooths, and other toll plaza-related surfaces, as approved in writing by the MBBA, available for the placement of advertisement media. Such increases or decreases shall not constitute a breach of the Agreement and shall not invalidate the Agreement. The Advertiser agrees to perform the work, as altered, the same as if it had been a part of the original Agreement. The MBBA will make every effort to identify planned changes to the advertising-related assets as soon as known, and convey that information to the Advertiser. Planned changes include, but are not limited to, expansion of the Mid-Bay Bridge's toll roads and the conversion of manual toll collection operators to electronic toll collection systems.

B. Advertisement Content

The MBBA shall secure contracts for the placement of advertising that involves only the commercial interests of the advertiser and its audience, and also maximizes the MBBA's revenues while maintaining the dignity and integrity of the MBBA and the State.

The following types of advertisements are specifically disallowed:

1. Advertisements that inhibit the functioning of the Mid-Bay Bridge, including but not limited to, any MBBA projects or equipment.
2. Advertisements that compromise, endanger, or endorse actions that endanger the health or safety of MBBA employees, contractors or the public.
3. Advertisements that endorse, or attempt to influence, a political party, candidate, election or advocacy position.
4. Advertisements that endorse or solicit towing companies.
5. Advertisements that solicit the sale of, or encourage the use of alcohol, tobacco, drugs, drug paraphernalia, weapons, pornographic or illegal materials.
6. Advertisements that contain obscene, vulgar, or otherwise inappropriate material for the age and maturity of the audience, which include children of all ages.
7. Advertisements that encourage discrimination based on race, religion, national origin, sexual orientation, disability, ancestry, medical condition, marital status, or age.
8. Advertisements that are adult-oriented.
9. Advertisements that advocate violence or violation of law.
10. Advertisements that advocate violation of MBBA rules.
11. Advertisements that advocate imminent lawless or disruptive action and is likely to incite or produce such action.
12. Advertisements that include hate language that attacks ethnic, religious, or racial groups.

13. Advertisements where there is reasonable cause to believe that the acknowledgement sign would result in material and substantial disruption and/or interference with any school-related activity.
14. Advertisements deemed by the MBBA to be competitive, and/or negative in nature toward products or services sold along the Mid-Bay Bridge.

The MBBA will review all prospective advertisements. The MBBA shall have the sole discretion to approve or disapprove content and reject any advertisements that it believes could impair the MBBA's ability to maximize its revenue or it believes is not in its best interests or the best interests of its customers or the State of Florida. The Advertiser shall at all times keep in mind that the Mid-Bay Bridge is traveled by families with young children and that all advertisements should be appropriate for viewing by young children.

C. Advertisement Placement, Installation, and Maintenance

The MBBA shall be responsible for securing all advertisements associated with the toll plazas.

1. **Plans and Specifications.** Prior to the installation of any advertisements on the outside front windows of tollbooths, or other toll plaza-related surfaces as approved in writing by the MBBA, the Advertiser shall submit two (2) sets of detailed plans and specifications, including estimated costs, to the MBBA. Such plans and specifications and other required information and materials shall be prepared in conformity with any policies and procedures of the MBBA and shall be approved in writing by the MBBA.

In the event of disapproval of any portion of the plans and specifications or other submitted materials by the MBBA, the Advertiser will promptly submit necessary modifications and revisions thereof. After approval in writing by the MBBA, no changes or alterations will be made in said plans, specifications, or other materials without written approval of the MBBA.

No approval of plans, specifications, or other documents by the MBBA shall relieve of the entire responsibility for compliance of such documents and the construction performed pursuant thereto with all applicable codes, laws, and regulations, all requirements of building permits, and all standards of design and construction applicable.

2. **Quality of Materials.** All printing, finishes, fixtures, signage, décor, and equipment shall be of excellent quality and, without limiting the foregoing, at least comparable in quality to advertisements displayed in airports and shopping malls by experienced, first-class operators.
3. **Toll Plazas.** The Advertiser can utilize the front windows of tollbooths (only those windows directly facing on-coming traffic) and other toll plaza-related surfaces as approved in writing by the MBBA.

Any work in connection with the installation of the advertisements on the Mid-Bay Bridge and the hook up of any utilities will be entirely accomplished by the Advertiser at the Advertiser's expense. In the event that the Advertiser temporarily removes any

advertisements during the term of this Agreement, the Advertiser will ensure that all safety precautions and regulations are observed and that no dangerous or unsightly conditions are allowed to exist. If any advertisements are permanently removed during the term of this Agreement, the Advertiser will restore the Mid-Bay Bridge to the same condition as before the advertisements were placed ensuring that no dangerous or unsightly conditions are allowed to remain.

4. **Ingress and Egress.** The Advertiser may access the Mid-Bay Bridge as is necessary in order for the Advertiser to fulfill the terms of this Agreement subject to MBBA's rules and regulations and in accordance with the special permit to be issued by the MBBA. The Advertiser agrees that the exercise of such right shall not impede or interfere with the operations of the Mid-Bay Bridge, its contractors and concessionaires or with its operation, its tenants, other authorized occupants, or the traveling public.
5. **Maintenance of Advertisements.** The Advertiser shall be solely and exclusively responsible for the maintenance of the advertisement media, and the Advertiser shall at all times keep the advertisements in first class, like-new condition.

The Advertiser shall be responsible for the maintenance of advertisement media, to include, but not be limited to, physical advertisements at each toll plaza. The Advertiser shall ensure that advertisements for a given toll facility are identical per traveling direction, the advertisements involve only one concept/theme or product and the advertisements are adhered to the exterior of each tollbooth's front window, or other toll plaza-related surfaces as approved in writing by the MBBA. Further, the Advertiser shall ensure that advertisements be printed using the 3M ScotchPrint process, or a comparable product pre-approved in writing by the MBBA prior to the Advertiser's installation.

The Advertiser shall place and remove advertisement media on the MBBA's assets on only dates and times pre-approved in writing by the MBBA's project manager. All access to the MBBA's toll plazas are restricted, and the Advertiser will not affix or remove advertisement media during a toll plaza's peak hours, which vary by toll plaza. The Advertiser shall ensure that all advertisements and applicable mediums do not impede the vision or work related activities of the MBBA's employees or MBBA contractors.

The Advertiser shall abide by all the MBBA's safety rules and procedures.

D. Advertiser Project Reporting

1. The Advertiser agrees to provide project schedule progress reports in a format acceptable to the MBBA and at intervals established by the MBBA. The MBBA shall be entitled at all times to be advised, at its request, as to the status of work being done by the Advertiser and of the details thereof. Specifically, the Advertiser shall provide the MBBA with a monthly summary of all activities associated with the development, design, installation, leasing, and payments related to toll plaza advertisements. This will include a summary of current advertisements at each toll plaza, advertisements start and completion dates, and summary of maintenance performed at each toll plaza (if

applicable). Further, the Advertiser will provide the MBBA a year-end summary report. The Advertiser shall maintain coordination with representatives of the MBBA, or other agencies interested in the project on behalf of the MBBA. Either party to this Agreement may request and be granted a conference.