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

HOLIDAY TRAIN
THIS HOLIDAY SEASON, SEE TO IT THAT EVERYONE ENJOYS YOUR WELL-WRAPPED PRESENCE.

“All aboard Santa’s express!”
The Holidays in Chicagoland are not complete without the annual Holiday Train. This season, your company could be the sponsor of this tradition, which started in 1992. Last year alone, thousands of customers, big and small, rode “Santa’s Express” train across all 8 CTA rail lines and hundreds stopped to meet Santa and take photos with him at eleven locations before he headed back to the North Pole.

SYSTEM WIDE VISIBILITY THROUGH THE HOLIDAY SEASON

- 6-car decorated train operating for 19 days during the holidays.
- Staffed by Santa and his CTA Elves.
- Delivery of food baskets to community organizations at various stops.
HOLIDAY TRAIN BENEFITS

General Benefits
- Designation as “Official Partner” of Holiday Train.
- Press release announcing the sponsorship.
- Category/product exclusivity.

Advertising Benefits
- Sponsor will work with the CTA to include promotion on the six car Holiday Train during the 19 days of scheduled service.
- Commercially wrap up to 8 train cars for four weeks.
- 25 2-sheet posters (46”H x 60”W) throughout the rail system for four weeks.
- Advertising on 150,000 fare cards per year.

On-Site Benefits
- Sampling and on-site activation at five rail stations for a two week period.
- Right to organize a promotional event at one rail station (four-day period).

Online Benefits
- Sponsor’s banner or logo link on CTA website and intranet.
- Sponsor’s banner or ad on one external and one internal newsletter per year.

Hospitality Benefits
- 10,000 one day fare cards per year to utilize at Sponsor’s own discretion.
- One train charter (six cars) for hospitality events per year (five-hour event), excluding Holiday Train.

Media Benefits
- The CTA will make best efforts to reference partnership in media efforts when referring to Holiday Train.

Term
- Three Year Deal: The term of this agreement will be for three years with one three year option, to be exercised by mutual agreement.

Benefits provided on an annual basis.
REQUEST FOR PROPOSALS FOR CHICAGO TRANSIT AUTHORITY’S CORPORATE PARTNERSHIP PROGRAM – HOLIDAY TRAIN

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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:

- The Holiday Train, a 6-car train decorated for the holiday season, operates for 19 days during weekday afternoon rush hours and on the weekends.

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 have 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:

Nancy Atufunwa, IMG
626 West Jackson Boulevard, Suite 650
Chicago, Illinois 60661

Proposal must be submitted by April 20, 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 Nancy Atufunwa (nancy.atufunwa@imgworld.com) before April 4 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 the Holiday Train, 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 three 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 ____________________, as ____________________, and on behalf of ____________________ (Name) ____________________ (Title) ____________________ (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 venturers, the joint venture and each member must complete a separate form. Identify all layers of ownership if the firm has a parent firm.

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
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<td>__________________________</td>
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3. List below the name and title of all directors of the corporation:

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<thead>
<tr>
<th>Name</th>
<th>Title</th>
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</table>

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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Business Address</th>
<th>Ownership Interest</th>
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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:

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<thead>
<tr>
<th>Name</th>
<th>Business Address</th>
<th>Ownership Interest</th>
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**TO BE COMPLETED BY NOT-FOR-PROFIT CORPORATIONS ONLY:**

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

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<tr>
<th>Name</th>
<th>Business Address</th>
<th>Title</th>
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### 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.

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<thead>
<tr>
<th>Name</th>
<th>Business Address</th>
<th>Ownership Interest</th>
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### C. LIMITED LIABILITY COMPANIES

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

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<thead>
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<th>Name</th>
<th>Title</th>
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2. List below the name, business address, and percentage of ownership interest of each (i) member and (ii) manager.

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<tr>
<th>Name</th>
<th>Business Address</th>
<th>Ownership Interest</th>
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</table>
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:

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<tr>
<th>Name</th>
<th>Business Address</th>
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3. List below the name, business address, and percentage of ownership interest of all beneficiaries:

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<th>Name</th>
<th>Business Address</th>
<th>Ownership Interest</th>
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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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Business Address</th>
<th>Ownership Interest</th>
<th>Agent/Nominee</th>
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</table>
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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Business Address</th>
<th>Name of Party Whose Interest is Controlled</th>
<th>Relationship</th>
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<td>%</td>
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</table>

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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Ownership Interest</th>
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</table>
5. Is any current or former CTA employee employed by the Bidder: [ ] Yes [ ] No

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Areas of Responsibility</th>
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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 – 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

Annual System Totals (Actual)

<table>
<thead>
<tr>
<th></th>
<th>2010</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus</td>
<td>306,023,976</td>
<td>310,373,063</td>
</tr>
<tr>
<td>Rail</td>
<td>210,849,081</td>
<td>221,587,190</td>
</tr>
<tr>
<td>System Total</td>
<td>516,873,057</td>
<td>531,960,253</td>
</tr>
</tbody>
</table>

System Daily Averages

<table>
<thead>
<tr>
<th></th>
<th>Average Weekday</th>
<th>Average Saturday</th>
<th>Average Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2010</td>
<td>2011</td>
<td>2010</td>
</tr>
<tr>
<td>Bus</td>
<td>973,062</td>
<td>984,918</td>
<td>623,631</td>
</tr>
<tr>
<td>Rail</td>
<td>671,261</td>
<td>703,326</td>
<td>422,059</td>
</tr>
<tr>
<td>System Total</td>
<td>1,644,323</td>
<td>1,688,245</td>
<td>1,045,690</td>
</tr>
</tbody>
</table>
APPENDIX E –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

- Male: 53%
- Female: 47%

Age

- Under 25: 68%
- 25-65: 12%
- 65+: 19%
Just in case you're still reeling from your Santa Claus fantasy being crushed by a certain local news anchor, the Chicago Transit Authority is offering up seasonal cheer with its 20th annual offering of its holiday train.

Since Black Friday, the CTA's holiday train -- adorned inside and out with seasonal image, twinkling lights, plenty of garland, bows and candy canes plus, yes, Santa, his sleigh and reindeer -- has been rumbling throughout the city. The train generally operates between 1 and 8 p.m. on weekends and 3 to 7 p.m. on select weekdays, taking turns among the various lines of the train system.

As Medill reports, the tradition began in 1992 when a "Season's Greetings from the CTA" sign was affixed to the front of a train delivering food to charities. The train first carried passengers in 1996 and, since then, has become just one of the city's many trademarks of the holiday season.

Having already covered the Green, Orange and Brown Lines, the CTA's holiday train is slated to hit the Pink Line Wednesday, followed by the Blue Line through Saturday. The train will also be spotted along the Red, Purple and Yellow Lines through Dec. 22. A full schedule is available online and updated with additional detail as each train line's turn draws near.

Meanwhile, for those of you who have yet to experience a ride through the city aboard the Santa express, scroll down to get an idea of what the CTA has in store for you.

Source: http://www.huffingtonpost.com/2011/12/05/cta-holiday-train-marks-2_n_1130453.html#s521565
Over the weekend, the Chicago Transit Authority's 20th anniversary holiday train marked its 20th anniversary. The train started carrying passengers in 1996 and as it grew in popularity, the schedule was expanded to include service on all CTA rail lines throughout the holiday season. The holiday train rotates service on each of the lines. The schedule can be found on the CTA website, [www.transitchicago.com](http://www.transitchicago.com).

"The inside of the train has red and green overhead lights, red bows, garland, rope lights and candy cane striping on the vertical handrails. The outside of each rail car is decorated with colored lights outlining the doors and windows and running along the tops of the cars," O'Connor said.

"The public response has been positive. The holiday train allows CTA to brighten the commute for customers and enhance their transit experience," O'Connor said.

A rider from Bridgeport, who ordinarily takes the Orange Line, said he decided to hop on when he saw the holiday train pull up on the Green Line.

"It smells great and it puts you in a good mood after a long day," he said.

Ozell Byre printed out the holiday train schedule before he left work.

"It's actually convenient for me. Get off work, get on the holiday train and go home," he said.
A six-year CTA employee, who was greeting passengers as they boarded the holiday train, said, "I love the expressions of the people who get on the train. The kids especially."

A student from University of Illinois at Chicago found the holiday train schedule on the CTA's new Twitter account.

"I like it, it's a nice experience."

The holiday train is scheduled to run through Dec. 22

Source: http://www.nwitimes.com/news/local/illinois/chicago/cta-holiday-train-rumbles-through-its-chicago-christmas/article_e898e650-5dd3-509a-bb3b-e46b740db283.html#ixzz1oXgwMkO1

CTA Holiday Train: A twinkling, glowing, Santa-bearing Chicago tradition

e46b740db283.html#ixzz1oXgwMkO1

Whether or not sightings are planned, cars put riders in the spirit
November 28, 2011|Barbara Brotman

So you're standing on the "L" platform. Maybe you're tired. Maybe you're crabby. You just want to get on the "L" and get to where you're going.

Is that your train?

Were you waiting for an "L" train glowing with multicolored lights, staffed by elves, playing Christmas music and carrying Santa Claus atop an open-air flatcar in a sleigh?

Here Comes Santa Claus, Here Comes Santa Claus, Riding on a CTA Train!

11/9/2010

All aboard the Holiday Train! Santa and his reindeer make their annual visit around Chicago starting Saturday, November 20. The train—now in its 19th year—is a festive tradition and a fun way to enjoy the city during the holiday season.

Santa and his helpers will travel in his sleigh on a flat car which is pulled by a six-car CTA train. Customers are invited to ride inside the cars which are decorated with multi-colored lights, bows and garland and feature holiday music.

The Holiday Train’s first stop is along the Red and Purple lines. The train will travel along all CTA rail lines throughout November and December as part of its regular rail service and normal CTA fares apply.

Check the schedule for the appearance of the train along your favorite route. Schedules for each individual line will vary and are subject to change. Schedule details will be posted on the CTA’s website at transitchicago.com/travel_information/holidaytrain.aspx.

- November 20 & 21 — Red and Purple Lines
- November 24, 26 & 27 — Green Line
- December 1 — Pink Line
- December 2-4 — Blue Line
- December 8-11 — Brown and Orange Lines
- December 15 — Red Line
- December 16 — Purple Line
- December 17 & 20 — Red Line
- December 21 — Purple Line
- December 22 — Yellow Line

Each year CTA staff work with Santa to ensure customers enjoy their ride on the Holiday Train. Staff also generously donates cash and food items to prepare food baskets for needy families.
For more specific information on dates and times call 312-836-7000 or visit CTA’s website at transitchicago.com/travel_information/holidaytrain.aspx.


### CTA President Rides Holiday Train to Bring Food to Families in Need

12/4/2010

Chicago Transit Authority President Richard L. Rodriguez today boarded the CTA’s Holiday Train and distributed food baskets to local community groups—in continuation of an agency tradition. With Santa and his elves in tow, Rodriguez made the deliveries to representatives from several community organizations at the Logan Square Blue Line station.

Every year, CTA employees enthusiastically embrace the spirit of the holidays and donate time and money to purchase the groceries and assemble the food baskets.

Each food basket contains all the ingredients for a complete meal including a canned ham, potatoes, mixed vegetables, muffin mix, macaroni and cheese, fruit cocktail, green beans and corn. This year the CTA is donating approximately 300 food baskets to 16 local community organizations, the deliveries take place on three separate days over the holiday season.

Organizations receiving food baskets today as part of the special delivery are: New Life Community Church, Liberty Christian Center, Humboldt Park Social Services and the Spanish Coalition for Housing. Following the visit at Logan Square, Santa and the Holiday train will continue to the Pink Line’s 18th Street station to deliver food baskets to the Cook County Juvenile Probation Program and Mujeres Latinas en Accion.

Now in its 19th year, the CTA Holiday Train is decorated with thousands of multi-colored lights and features a flatcar in the middle that carries Santa and his reindeer. Car interiors are decked out with bows, garland, red and green lighting and hand poles wrapped to look like candy canes. Holiday music is played inside, adding to the festive atmosphere.

Ho, Ho, Ho! Here Comes Santa Claus – Riding a CTA Train!

11/11/2011

All aboard the CTA Holiday Train! Now celebrating its 20th year, the festive CTA Holiday Train will make its first appearance Friday, November 25 spreading holiday cheer to CTA customers.

Santa and his reindeer will travel with his sleigh on all rail lines in regular service as part of a six-car train decorated with multi-colored lights. Car interiors are decked with bows, garland, red and green lighting and hand poles wrapped to look like candy canes. Festive holiday music is played to ring in another holiday season.

Debuting on the Green Line, the Holiday Train will travel along all CTA rail lines throughout November and December as part of its regular rail service. Normal CTA fares apply.

Schedules for each individual line will vary and are subject to change. All schedules will be posted on CTA's website at www.transitchicago.com/holidaytrain.

- November 25, 26 & 30 — Green Line
- December 1-3 — Brown & Orange Lines
- December 7 — Pink Line
- December 8-10 — Blue Line
- December 14, 16, 17 & 20 — Red Line
- December 15, 17 & 21 — Purple Line
- December 22 — Yellow Line

For more specific information on dates and times, call 1-888-YOUR-CTA or visit CTA’s website at www.transitchicago.com/holidaytrain.

CTA Chairman Rides Holiday Train to Bring Food to Families in Need

12/17/2011

Chicago Transit Board Chairman Terry Peterson today rode the CTA’s Holiday Train to distribute food baskets to local community groups, continuing a 20-year agency tradition that supports Chicago communities.

With Santa and his elves in tow, Peterson made the deliveries to representatives of several community organizations at the 95th Street station on the Red Line.

Every year, CTA employees enthusiastically embrace the spirit of the holidays and donate time and money to purchase the groceries and assemble the food baskets. The number of community groups requesting food baskets increases every year. This year, the requests increased to nearly triple the number of requests from 2010. CTA has donated approximately 300 food baskets to 30 local community organizations.

“These donations represent the giving spirit of CTA employees,” Peterson said. “For 20 years, our workers have generously supported this effort as a way to give back to our communities.”

Each food basket contains all the ingredients for a complete meal including a canned ham, potatoes, mixed vegetables, muffin mix, macaroni and cheese, fruit cocktail, green beans and corn. The deliveries today mark the final of three days of deliveries during the holiday season.

Organizations receiving food baskets at 95th Red Line station today as part of the special delivery are GRANDFamilies, Golden Gate Center, Saint Ailbe Men's Ministry, SOS Children's Village and William Hilton Elementary School. Earlier in the day, baskets were delivered at Howard Red Line station to Care for Real, Jewish Child & Family Services, Epiphany, Ethiopian Community Association of Chicago and Lakeview High School.

“These organizations work very hard to help those in need, and I commend them, as well as the CTA workers who made these donations, for their generosity and commitment to helping others,” Peterson said.

Now in its 20th year, the CTA Holiday Train is decorated with thousands of multi-colored lights and features a flatcar in the middle that carries Santa and his reindeer. Car interiors are decked out with bows, garland, red and green lighting and hand poles wrapped to look like candy canes.

The Holiday Train serves each of the CTA’s eight rail lines from late November through December. A full schedule of remaining Holiday Train service is available at www.transitchicago.com.

APPENDIX G – 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 Lines and 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. _____
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 obligations 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

[For one-year programs]
a. 100% of the Sponsorship Fee (AMOUNT) within 10 days of execution of this Agreement.

[For multi-year programs]
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 on the anniversary of the Agreement Date.

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