

RESOLUTION 2018-93

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO A LICENSE AGREEMENT WITH LAMAR ADVERTISING OF YOUNGSTOWN, INC., DBA LAMAR ADVERTISING OF CLEVELAND, OH ("LAMAR") FOR SIX OUTDOOR ADVERTISING LOCATIONS IN THE CITY OF CLEVELAND FOR A TERM OF FIVE YEARS WITH AN OPTION FOR FIVE ADDITIONAL YEARS

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") owns property that has been leased to various advertising companies for the purpose of installing and maintaining advertising billboards throughout the years; and

WHEREAS, most recently, the Authority held separate license agreements with Clear Channel Outdoor, Inc. ("Clear Channel") for each billboard location; and

WHEREAS, the Authority wishes to maximize the advertising revenue from the billboards located on its property; and

WHEREAS, the Authority needs to consolidate the management of six billboard locations, the collection of advertising revenue, and the administration of the agreements; and

WHEREAS, Lamar Advertising of Youngstown, Inc., dba Lamar Advertising of Cleveland, OH ("Lamar") is the corporate successor to Clear Channel; and

WHEREAS, as a result of Lamar taking over Clear Channel's Cleveland area business, the Authority will realize incentives and efficiencies by contracting with Lamar; and

WHEREAS, the negotiated agreement with Lamar to enter into a single license agreement for these six advertising locations for a single annual license fee is in the Authority's best interest and is recommended to the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the Interim CEO, General Manager/Secretary-Treasurer is hereby authorized to enter into a five year license agreement with Lamar Advertising of Youngstown, Inc., dba Lamar Advertising of Cleveland, OH ("Lamar") for use of six advertising locations, and to execute one renewal option by mutual consent of the parties for an additional five years.

Section 2. The term of this license agreement shall be from October 1, 2018 to September 30, 2023. The term of the option shall be from October 1, 2023 to September 30, 2028.

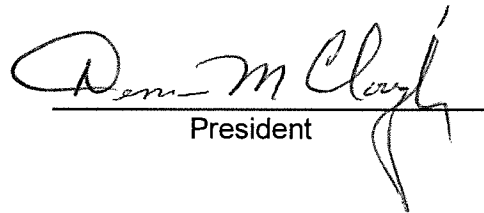
Section 3. That the Greater Cleveland Regional Transit Authority will be paid a license fee of \$105,000.00 per year for the base five (5) year term, with quarterly payments made on January 1, April 1, July 1 and October 1 of each year. The license fee for the five (5) year option period is \$113,400.00 per year.

Section 4. That the Interim CEO, General Manager/Secretary-Treasurer be, and is hereby authorized to modify the license agreement for placement of additional billboards on Authority property under substantially the same terms and conditions as the original license agreement, should the opportunity to do so arise.


Section 5. That the Greater Cleveland Regional Transit Authority will use the revenues received from the license agreement to support its public transit system.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: September 18, 2018



President

Attest: 

Interim CEO, General Manager/Secretary-Treasurer



TITLE/DESCRIPTION: APPROVING A FIVE YEAR LICENSE AGREEMENT WITH LAMAR ADVERTISING OF YOUNGSTOWN, INC., DBA LAMAR ADVERTISING OF CLEVELAND, OH ("LAMAR") FOR SIX OUTDOOR ADVERTISING LOCATIONS IN THE CITY OF CLEVELAND FOR A TERM OF FIVE YEARS LICENSEE: LAMAR ADVERTISING OF YOUNGSTOWN, INC., DBA LAMAR ADVERTISING OF CLEVELAND, OH.	Resolution No.: 2018-93
	Date: September 13, 2018
	Initiator: Engineering & Project Management Division
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This resolution authorizes the Authority to enter into an agreement with Lamar Advertising of Youngstown, Inc., dba Lamar Advertising of Cleveland, OH ("Lamar") and consolidate seven existing license agreements into one agreement for six outdoor advertising locations in the City of Cleveland. This single agreement will improve the Authority's management of outdoor advertising locations and license agreements, as well as streamline the collection of revenue for multiple locations.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority owns property that has been leased to various companies throughout the years for the purpose of installing and maintaining advertising billboards. Most recently, the Authority held separate license agreements with Clear Channel Outdoor, Inc. ("Clear Channel") for each billboard location. As a result of Lamar taking over Clear Channel's Cleveland area business, the Authority will realize incentives and efficiencies by contracting with Lamar. GCRTA will earn more revenue, securing a market rate license fee for six locations, and will save significant costs by administering a single agreement for multiple locations. The total license fee for all six locations will be \$105,000.00 per year for the five (5) year base term. One option period for an additional five years is available by mutual agreement of the Authority and Lamar. The license fee for the five (5) year option period will increase to \$113,400.00 per year. License fee payments will be due and payable quarterly.
- 3.0 **PROCUREMENT BACKGROUND:** Not applicable.
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Not applicable.
- 5.0 **POLICY IMPACT:** This transaction complies with the Authority's Real Estate Policies.
- 6.0 **ECONOMIC IMPACT:** Lamar will pay a license fee at a fair and reasonable rate for the use of GCRTA property. Consolidating the program to a single license agreement results in increased revenue and administrative savings.
- 7.0 **ALTERNATIVES:** To reject the license agreement with Lamar and continue without the license agreement in place. Reposition the locations for potential new Licensees, resulting in probable revenue interruption and reduction.
- 8.0 **RECOMMENDATION:** This was presented to the Audit, Safety Compliance and Real Estate Committee on September 11, 2018 and recommended to be moved to the full Board of

Trustees for action. Staff recommends approval of the License Agreement with Lamar authorizing the use of six outdoor advertising locations in the city of Cleveland.

9.0 ATTACHMENTS: Draft License Agreement including Exhibits A, B and C

Recommended and certified as appropriate
to the availability of funds, legal form and
conformance with the Procurement requirements.



Interim CEO, General Manager/Secretary-Treasurer

DRAFT

LICENSE AGREEMENT

Date: September _____, 2018

License No.001

1. LICENSE

This License Agreement ("License") is effective as of October 1, 2018 and is entered into between the **Greater Cleveland Regional Transit Authority**, a political subdivision of the State of Ohio ("Licensor") and **Lamar Advertising of Youngstown, Inc., dba Lamar Advertising of Cleveland, OH, a Delaware Corporation** ("Licensee"). Licensor hereby grants to Licensee a License on the real estate located in the City of Cleveland in the County of Cuyahoga in the State of Ohio ("Property") whose street addresses, permanent parcel numbers and location maps are attached as **Exhibit A**. The License is for the purpose of erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Licensee may place thereon in accordance with local building standards (collectively, the "Structures"). This License includes all reasonable and necessary rights of ingress and egress. Licensee may trim any trees and vegetation currently on the Property as often as Licensee in its sole discretion deems appropriate to prevent obstruction of the view of the advertising copy on the Structures. The authority granted by Licensor to Licensee to install, maintain and operate the Structures is expressly subject to all the terms and provisions of this License, including, but not limited to, those provisions, restrictions and reservations relating to the operation, maintenance and removal of Structures. Licensee has had an opportunity to inspect the Property and Licensee acknowledges that it is fully familiar with the Property. Licensee acknowledges that Licensor has made no representation or warranty of any kind whatsoever to Licensee, express or implied, concerning the condition, safety, fitness for use of the Property or any common areas, suitability for any purpose whatsoever, or state of repair thereof, and Licensee accepts the Property in its "present" condition, "as is, where is." Advertising on the Structures shall comply with Licensor's Advertising Guidelines, attached hereto as **Exhibit B**, and be in good taste and in accordance with all laws.

2. ACCESS

Licensor shall have the right to establish, modify and enforce against Licensee reasonable rules and regulations concerning the use of the Property. Licensee shall have non-exclusive access to the Property at all reasonable times for the purpose of operating, maintaining and making inspections and repairs to, Licensee's Structures. Licensee's employees, invitees and guests, are prohibited from parking trucks or vehicles on the Property except as required for operating, maintaining and making inspections and repairs to Licensee's Structures. Licensor shall not be liable for any damage to any Structure or motor vehicle of Licensee's, Licensee's employees, invitees or guests.

3. TERM; TERMINATION

(a) Subject to the parties' rights to terminate as described in this paragraph and paragraphs 6 and 14 of this License, this License shall be for a term of five (5) years ("Term"), commencing on September 1, 2018 (the "Commencement Date") and ending on August 31, 2023. Licensor and Licensee may agree to extend the Term until the 5th anniversary of the

expiration date upon written request by Licensee to do so given to Licensor at least six months prior to the expiration date. The extended Term shall be for five (5) years and will be on all of the terms and conditions of this License applicable at the expiration date; however, Licensee will have no further right to extend the Term and the license fee for the extended Term will be as set forth in **Exhibit C**. Licensee will not have any rights under this paragraph if (a) an event of default exists on the expiration date or on the date on which Licensee makes its written request, or (b) Licensee makes its written request less than six months before the expiration date.

(b) Either party can terminate this License for any reason by giving the other party 90 days advance notice to terminate as of the end of the then current License year.

(c) If, (i) in Licensee's reasonable opinion the view of any Structure advertising copy becomes entirely or partially obstructed by Licensor and Licensor does not correct the condition within thirty (30) days after receipt of notice from Licensee, then Licensee may immediately at its option negotiate a reduction in license fees in direct proportion to the loss suffered; or deliver to Licensor a notice of intention to terminate this License with respect to the affected Structure; or (ii) a Structure's use is prevented by any federal, state or local law, regulation or ordinance; then Licensee may immediately deliver to Licensor a notice of intention to terminate this License with respect to the affected Structure. The Licensee will have 30 days after the date it delivered the notice of intention to terminate to remove Licensee's Structures and below ground concrete and restore the Property to the same or as good condition as it was in prior to installation of the Structures, and following such removal the termination shall be effective.

(d) When the termination is effective, the amount of the final license fee payment shall be pro-rated and Licensee shall have no obligations to pay fees for periods after the date of the termination.

(e) Anything herein to the contrary notwithstanding, Licensor shall have no liability or obligation to Licensee or anyone claiming under or through Licensee for any injury, loss of revenue, business interruption, inconvenience or cost of removing its Structures. Any such removal or relocation shall be at Licensee's cost.

(f) If Licensee removes its Structures or fails to maintain permits for the erection, use and/or maintenance of its Structures, Licensor may terminate this License with 30 days advance written notice.

(g) Upon termination for any reason, Licensee shall have 30 days to remove Licensee's Structures and below ground concrete, and restore the Property to the same or as good condition as it was in prior to installation of the Structures.

4. LICENSE FEES

Licensee shall pay Licensor license fees in the amounts shown on **Exhibit C** during the term of this License. The first payment will be made on the date of execution of this License and will be pro-rated to the due date for the next quarterly payment. Quarterly payments shall be made on January 1, April 1, July 1 and October 1 of each year thereafter. In the event Licensee fails to pay any fees when due under the terms of this License, then to help defray the additional cost of Licensor for processing such late payments, Licensee shall pay Licensor, on demand, a late charge equal to one and one-half percent 1-1/2% per month until paid in full; and the failure to pay such amount within ten (10) days of written notice of demand therefor shall be an event of default hereunder. This provision for such late charges shall be in addition to all of Licensor's

other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Licensor's remedies in any manner.

Prior to execution of this License, Licensee shall make a payment in the amount of \$44,573.00, to bring current all outstanding amounts due from January 2016 through the date of execution of this License.

5. LICENSEE STRUCTURES

Licensee is the owner of the Structures and has the right and the obligation to remove the Structures, including all concrete below ground, as provided in paragraph 3 above.

6. CONDEMNATION

If the Property, or any part thereof, is condemned by proper authorities; taken without the exercise of eminent domain, whether permanently or temporarily; or any right-of-way from which the Structures are visible is relocated, Licensee may terminate this License upon not less than thirty (30) days' notice in accordance with paragraph 3 above, and when the termination is effective the amount of the final license fee payment shall be pro-rated. Licensee shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures and Licensee's interest in this License. Licensor shall assert no rights in such interests. If condemnation proceedings are initiated, Licensor shall use its reasonable efforts to include Licensee as a party thereto. Once an eminent domain action is filed, no right of termination set forth anywhere in this License may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain. However, if Licensee fails to pay any installment of its license fees during such time, Licensor shall have the right to terminate this License under paragraphs 3, 12 and 13.

7. LICENSOR AUTHORITY

Licensor represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this License.

8. NOTICE OF PAYMENT ADDRESS

Payments shall be submitted to: Greater Cleveland Regional Transit Authority, Attn: Accounts Receivable, 1240 West 6th St., Cleveland, Ohio 44113.

9. NOTICE

Any notice to any party under this License shall be in writing by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and received for by a person at the address specified within this License, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

Notices to Licensor shall be addressed as follows:

Greater Cleveland Regional Transit Authority

1240 West 6th Street

Cleveland, Ohio 44113-1331

Attention: Floun'say-R. Caver, PhD., Interim CEO, General Manager/Secretary-Treasurer

And a copy to the same address, Attention: Property Manager

Notices to Licensee shall be addressed as follows:

Scott Rowland

Real Estate Manager

Lamar Advertising of Cleveland, OH

12222 Plaza Drive

Parma, Ohio 44130

And a copy to the same address, Attention: Tim Gerity, General Manager

Licensee or Licensor may from time to time designate by written notice to the other, in accordance with the terms of this License, a new address for the mailing of notices.

10. COMPLIANCE WITH LAWS

(a) Licensee shall promptly perform and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and municipal governments, and of any and all of their departments and bureaus having jurisdiction or agreements with Licensor applicable to the Property or Licensee's Structures on the Property, use of the Property and nuisances or other grievances in, upon or connected with such use during the term of this License.

(b) Licensee shall obtain at its own cost and maintain throughout the term of this License all licenses and permits required for the operation and future removal of Licensee's Structures, and any improvements, if any, made by Licensee, from or on the Property. Licensee covenants and agrees to pay all fees, charges, taxes and assessments, now or hereafter imposed, foreseen, and unforeseen, that may be due, levied or assessed against Licensee or Licensee's Structure, or Licensee's business during the term of this License. Licensee shall also pay any and all taxes and assessments that may be due, levied or assessed upon this License, or that arise as a result of this License or Licensee's use of the Property. In addition, Licensee shall also pay, prior to the time the same shall become delinquent, all taxes and assessments of any nature whatsoever imposed by any governmental authority on (or as a result of Licensee's installation of) Licensee's Structures.

11. LIENS

Licensee shall keep the Property free and clear of any lien or encumbrance of any kind whatsoever created by Licensee's acts or omissions, and further will not directly or indirectly create, incur, assume or suffer to exist any materialman's, mechanic's, workmen's, repairmen's or any other similar lien. Licensor's interest in the Property further shall not be subject to liens for improvements, if any, made by Licensee, and Licensee shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversions or other estate of Licensor in the Property as a result of improvements made by Licensee for any other cause or reason.

Licensee acknowledges that such liens are expressly prohibited and that all persons performing work for Licensee must look solely to Licensee to secure payment for any work done or material furnished in connection with improvements and work made or performed by Licensee during the term of this License. Licensee covenants and agrees to transfer any claimed or asserted lien to a bond or such other security as may be permitted by law within three (3) days after Licensee is given written notice of the assertion of any such lien or claim of lien. Licensee shall advise all persons furnishing designs, labor, materials or services to the Property in connection with Licensee's improvements thereof of the foregoing provisions. Licensee shall hold Licensor harmless from all costs and liabilities incurred as a result of such liens or claims.

12. EVENTS OF DEFAULT

The following events shall be deemed to be events of default by Licensee under this License:

(a) If Licensee fails to pay any installment of its license fees when due, or any other payment or reimbursement to Licensor required herein when due, and such failure shall continue for a period of ten (10) business days after receipt of written notice from Licensor to Licensee; or

(b) If Licensee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors; or

(c) If Licensee shall file a petition under any paragraph or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or Licensee shall be adjudged bankrupt or insolvent in proceedings filed against Licensee hereunder; or

(d) If a receiver or trustee shall be appointed for all or substantially all of the assets of Licensee; or

(e) If Licensee shall fail to comply with any other term, provision, condition or covenant of this License, and shall not cure such failure within thirty (30) business days after written notice thereof is given by Licensor; or

(f) If Licensee remains on the Property after the end of the Term (or any agreed upon extension of the Term) and has not entered into a renewed license agreement with Licensor.

13. REMEDIES:

(a) Upon the occurrence of any of the events of default described above, Licensor shall have the option to pursue any one or more of the following remedies:

(i) Licensor may terminate this License, in which event Licensee shall immediately surrender the Property to Licensor, and if Licensee fails to do so, Licensor may, without prejudice to any other remedy which it may have for possession or arrearages in license fees, enter upon and take possession of the Property and expel or remove Licensee and its equipment and facilities or any part thereof without being liable for prosecution or any claim of damages therefor; and Licensee agrees to pay to Licensor the amount of all loss and damage which Licensor may suffer by reason of such termination.

(ii) Licensor may enter upon the Property without being liable for prosecution or

any claim for damages therefor, and do whatever Licensee is required to do under the terms of this License; and Licensee agrees to reimburse Licensor for any expenses which Licensor may incur in thus effecting compliance with Licensee's obligations under this License, and Licensee further agrees that Licensor shall not be liable for any damages resulting to Licensee from such action, whether caused by the negligence of Licensor or otherwise.

(b) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any license fees due to Licensor hereunder or of any damages accruing to Licensor by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Licensor or its agents during the term hereby granted shall be deemed a termination of this License or an acceptance of the surrender of the Property, and no agreement to terminate this License or accept a surrender of said Property shall be valid unless in writing signed by Licensor.

14. ASSUMPTION OF RISK; DAMAGE OR DESTRUCTION

Licensee assumes all risks of damage or loss to Licensee's Structures, if any, from fire, windstorm, hurricane and other acts of God, and from condemnation and any other event beyond Licensor's control. In the event the Property or any part thereof shall be damaged or destroyed by fire, windstorm, hurricane or other act of God, or from condemnation or any other event beyond Licensor's control, if any such damage renders all or a substantial portion of the Property unfit for the purpose intended, either Licensor or Licensee shall have the right to terminate this License, in accordance with the terms of paragraph 3 above, by giving written notice to the other at any time within ninety (90) days after the date of such damage, condemnation or other event. The Licensee will have 30 days after the date it delivered the notice of intention to terminate to remove Licensee's Structures and below ground concrete and restore the Property to the same or as good condition as it was in prior to installation of the Structures, and following such removal the termination shall be effective, in which event, if Licensee is not otherwise in default, the amount of the final license fee payment shall be pro-rated from the effective date of the termination. Licensor shall have no duty or obligation to repair or restore Property and shall not have any liability or obligation to Licensee, or anyone claiming under or through Licensee, for any injury, loss of revenue, business interruption, inconvenience or cost of finding and installing its Structures at an alternative site.

15. NO INTEREST IN REALTY

This License shall not at any time be interpreted to constitute a lease or sublease nor shall the same be interpreted as granting to Licensee any rights in or to the Property or any part thereof, except license rights for the purpose of constructing and maintaining outdoor advertising structures as otherwise provided herein.

16. INSURANCE

(a) The Licensee shall obtain and maintain for the life of this License the following minimum insurance coverage. Such insurance shall protect the Licensee from claims which may arise out of or result from the Licensee's operations under this License and for which the Licensee may be legally liable, whether such operations be by the Licensee or by a subcontractor or by anyone employed directly or indirectly by any of them, or by anyone for whose acts any of them may be liable.

Approval by the Licensor: Approval of the insurance by the Licensor shall not relieve or decrease the liability of the Licensee hereunder. The Licensor does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Licensee's interests or liabilities.

In the event the Licensee neglects, refuses or fails to provide the insurance required under the License, or as such insurance is cancelled for any reason, the Licensor shall have the right but not the duty to procure the same, and costs thereof shall be charged to the Licensee.

Licensor reserves the right to request a copy of all policies and endorsements prescribed herein.

- 1) **Commercial General Liability (CGL) Insurance** in the amount of \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage and with a \$5,000,000 annual aggregate.
- 2) **Business Automobile Liability (BAL) Insurance** in the amount of \$1,000,000.00 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.
- 3) **Statutory Workers' Compensation Coverage** in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this License and under the control of the Licensee. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under 1) above. In Ohio, a copy of a certificate of premium payment from the Industrial commission and Bureau of Workers Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.

General Requirements: The Licensee shall not have access to the Property until it has obtained the required insurance and has received written approval of such insurance by the Licensor. ***Licensee shall furnish evidence of such insurance in the form of a certificate (Accord or similar form).***

Licensor will accept any combination of primary CGL along with Excess or Umbrella policies, as well as primary BAL along with Excess or Umbrella, policies to meet the minimum coverage requirements contained herein.

(b) The certificate shall provide the following:

- 1) The policy shall be written on an occurrence basis. If any insurance specified above is written on a "Claims Made" (rather than an "occurrence" basis), then, in addition, to the coverage requirements stated herein, Licensee shall:
 - Ensure that the Retroactive Date is shown on the policy, and such date shall be before the Effective Date of this License.

- Maintain and provide evidence of similar insurance for at least three (3) years following completion of the Project, including the requirement of adding all additional insureds; and
 - If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the License Effective Date, Licensee shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.
- 2) Name the Licensor as an additional insured for all CGL, BAL, and, if applicable, CPL liability coverage for claims arising out of operations in conjunction with the License.
 - 3) Contain a waiver of subrogation in favor of the Licensor.
 - 4) Specify that the insurance is primary and non-contributory as respects any insurance or self-insurance programs maintained by Licensor.
 - 5) Contain a specific reference to the subject License.
 - 6) Specify all deductibles & Self-Insured Retentions (SIR), as applicable.
 - 7) In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 15 days after the Licensor has received written notice of such change or cancellation from the Licensee. Such notice shall be mailed by certified mail, return receipt requested, to the Licensor's Property Manager.
 - 8) An insurance company having less than an A-X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the Licensor. The Licensor shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements and approve any deductibles or SIR.

(c) In the event that any third party shall work on the Property for Licensee, such third party shall provide Licensor and Licensee with certificates of insurance meeting the minimum coverage limits and conforming to such other requirements stated in paragraph 16(a) above for Licensee.

17. INDEMNIFICATION:

To the fullest extent permitted by law and to the full extent of Licensee's intentional, reckless or negligent acts or omissions, the Licensee shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless Licensor and its officials, agents, representatives, and employees from and against all claims, actions, judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits, for Licensee's intentional, reckless or negligent acts or omissions arising out of or resulting from the subject matter of this Agreement, or the acts or omissions of any person or contracted entity directly or indirectly employed or contracted by Licensee.

In the event of negligence or intentional acts or omissions by more than one entity, responsibility for such negligence or intentional acts or omissions will be allocated in accordance with the proportionate share of such entity(ies)' negligence or intentional acts or omissions. Nothing herein shall be construed as making Licensee liable for any claims, actions, judgments, costs, penalties, liabilities, damages or losses and expenses caused by the sole negligence and/or misconduct of Licensor.

To the extent that any portion of this provision is found to be in violation of any applicable law, said portion(s) of this provision are stricken but all remaining portions of this provision shall remain in full force and effect.

18. DISCLAIMER

Licensor shall have no liability to Licensee or anyone claiming under or through Licensee for (i) any injury, loss of revenue, business interruption, inconvenience, loss or damage to Licensee caused by failure of equipment, or the malfunctioning or interruption of any service, utility, facility, or installation supplied by Licensee or Licensor, the principals, employees, or agents of each, or any other person, or (ii) for the making of any alteration of, or improvement or repair to the Property, Licensor's equipment or the equipment of other users located in or on the Property, whether required by any governmental agency, or due to casualty, or for any other reason.

19. ESTOPPEL CERTIFICATE, ATTORNMENT, SUBORDINATION AND RECORDING

Licensee acknowledges and agrees that this License is and shall be subject and subordinate to any mortgage now existing or hereafter placed by Licensor upon the Property or any structure thereon. Within ten (10) days after the request by Licensor, Licensee shall deliver to Licensor, without charge or expense to Licensor, a written and acknowledged statement certifying, if true, that Licensee is in possession of the Property, that this License is unmodified and in full force and effect (or if there have been modifications, that the agreement is in full force and effect, as modified, and stating the modifications), and the dates to which the license fees and other charges have been paid in advance, if any. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser or lender or the mortgagee, beneficiary, or guarantors of any security or interest, or any assignees of any such parties under any mortgage now or hereafter given by Licensor.

20. ASSIGNMENT

(a) By Licensee. Licensee shall have no right to sell, convey, assign, sublet, pledge, encumber or otherwise transfer its rights or obligations under this License, in whole or in part, without the prior written consent of Licensor. Consent to any one or more of such transfers or encumbrances shall not be deemed to waive Licensor's right to approve any further encumbrance or transfer. Approval of an encumbrance shall not be deemed approval or permission for a transfer to occur without such consents in the event of default thereunder and the attempted enforcement by foreclosure or seizure of Licensee's Structures. Any transfer by operation of law, merger, consolidation or joint venture shall be deemed an assignment for purposes of this License. Any sale, assignment, conveyance, mortgage, pledge, encumbrance or other transfer or attempted sale, assignment, conveyance, mortgage, pledge, encumbrance or other transfer of

Licensee's rights under this License without the prior written consent of Licensor shall be void and shall constitute a breach of this License.

(b) By Licensor: This License shall inure to the benefit of Licensor's successors, assignees and affiliates. Licensor and any subsequent assignee may freely assign this License to any party, provided that such party assumes and agrees in writing to perform all of the Licensor's obligations hereunder, and upon such event, Licensor shall automatically and entirely be released from all covenants and obligations under this License from and after the date of such assignment. Licensor shall not be required to obtain the consent of Licensee regarding an assignment of this License.

21. BINDING EFFECT

Each term and each provision of this License to be performed by Licensee shall be construed to be both an independent covenant and a condition. The reference to successors and assigns of Licensee is not intended to constitute a consent by Licensor to any assignment or transfer by Licensee, but has reference only to those instances in which Licensor may have given consent to a particular assignment.

22. GOVERNING LAW

The validity, interpretation, and effect of this License shall be governed by the laws of the State of Ohio.

23. HAZARDOUS MATERIALS

(a)(i) Licensee shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Property by Licensee, its agents, principals, employees, contractors, consultants or invitees (or any other person on the Property claiming its right of entry by or through Licensee) without the prior written consent of Licensor, which consent may be withheld for any reason whatsoever or for no reason at all. If Licensee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Property caused or permitted by Licensee (or the aforesaid others) results in contamination of the Property or the surrounding area(s), or if contamination of the Property or the surrounding area(s) by Hazardous Material otherwise occurs for which Licensee is legally, actually or factually liable or responsible, then Licensee shall fully and completely indemnify, defend and hold harmless Licensor (or any party claiming by, through or under Licensor) from any and all claims, judgments, damages, penalties, fines, costs, liabilities, expenses or losses including, without limitation: (i) diminution in the value of the Property and/or the land on which the Structure is located and/or any adjoining area(s) which Licensor owns or in which it holds a property interest; (ii) any asserted damage to neighboring properties or the occupants of such properties, and (iii) any sums paid in settlement of claims, attorneys' fees, consultants fees and expert fees which arise or arose before, during or after the term of this License as a consequence of such contamination. This indemnification of Licensor by Licensee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean up, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Property. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Property or the surrounding area(s) caused or permitted contamination of the Property or the surrounding area(s), Licensee shall immediately take all actions at its sole expense as are necessary or appropriate to return the Property and the surrounding area(s) to the condition existing prior to

the introduction of any such Hazardous Material thereto; provided that Licensor's prior written approval of such actions by Licensee shall be first obtained. The foregoing obligations and responsibilities of Licensee shall survive the expiration or earlier termination of this License.

(ii) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that are or become regulated under any applicable local, state or federal ordinance, regulation or law. "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental ordinance, regulation or law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's") and petroleum.

(b) Licensor and its agents shall have the right, but not the duty, to inspect the Property at any time to determine whether Licensee is complying with the terms of this paragraph. If Licensee is not in compliance with this paragraph, Licensor shall have the right to immediately enter upon the Property to remedy any contamination caused by Licensee's failure to comply, notwithstanding any other provision of this License. Licensor shall not be liable for any interference caused thereby. Further, any noncompliance by Licensee with its duties, responsibilities and obligations under this paragraph, which is not corrected within 30 days of its occurrence, shall be a default of this License by Licensee. No notice by Licensor to Licensee shall be required.

24. SEVERABILITY

If any term or provision of this License, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, as long as the general intent and material benefits negotiated by each of the parties shall not be substantially diminished nor impaired, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

25. EFFECT OF WAIVER

No waiver by Licensor of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Licensor's acceptance of the payment of the license fees, or a portion of the license fees due, or other payments hereunder after the commencement by Licensor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or Licensor's right to enforce any such remedies with respect to such default or any subsequent default.

26. AUDITS AND INSPECTION

Licensee shall maintain books, records, documents, and other evidence directly pertinent to the performance under this License in accordance with generally accepted accounting principles and practices consistently applied and Federal Acquisition Regulations, Parts 30 and 31, as applicable. GCRTA and its authorized representatives shall have the right to audit, to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this License

kept by or under the control of the Licensee, including, but not limited to those kept by the Licensee, its employees, agents, assigns, successors and sublicensees. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Licensee shall, at all times during the term of this License and for a period of three years after the completion of this License, maintain such records, together with such supporting or underlying documents and materials. The Licensee shall at any time requested by GCRTA, whether during or after completion of this License, and at Licensee's own expense make such records available for inspection and audit (including copies and extracts of records as required) by GCRTA. Such records shall be made available to GCRTA during normal business hours at the Licensee's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for GCRTA. Licensee shall ensure GCRTA has these rights with Licensee's employees, agents, assigns, successors, and sublicensees, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Licensee and any sublicensees to the extent that those subcontracts or agreements relate to fulfillment of the Licensee's obligations to GCRTA. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, GCRTA may recoup the costs of the audit work from the Licensee. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Licensee's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of GCRTA's findings to Licensee.

27. HEADINGS

The headings in this License are solely for convenience or reference and shall not affect its interpretation.

28. ENTIRE AGREEMENT

This License constitutes the full and complete understanding between the parties regarding the Property and/or the Structures and supersedes and replaces all prior agreements and negotiations between the parties. This License shall not be altered, amended or otherwise modified except by the express written agreement between the parties executed by each of the parties to this License.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

WITNESS the execution hereof by Licensor and Licensee as of the day and year first above written.

**LAMAR ADVERTISING OF
YOUNGSTOWN, INC. DBA LAMAR
ADVERTISING OF CLEVELAND, OH –
LICENSEE**

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY - LICENSOR**

By: _____
Name: _____
Title: _____
Date: _____
Branch Address: 12222 Plaza Drive
Parma, OH 44130

By: _____
Floun'say R. Caver, PhD., Interim CEO
General Manager/Secretary-Treasurer
Date: _____
Address: 1240 West 6th Street
Cleveland, OH 44113

Tel. No.: (216) 676-8168
SS or Tax ID No.: _____

WITNESSES:

WITNESSES:

Printed Name: _____

Printed Name: _____

Approved as to legal form

Sheryl King Benford, General Counsel
Deputy General Manager for Legal Affairs

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, came the Greater Cleveland Regional Transit Authority, a body politic, by Floun'say R. Caver, PhD., its Interim CEO, General Manager/ Secretary-Treasurer, who acknowledged that he did execute the foregoing instrument, on behalf of said Authority; that the same is his free act and deed as such officer; and the free act and deed of the Authority.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this _____ day of _____, 2018.

NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, came Lamar Advertising of Youngstown, Inc., dba Lamar Advertising of Cleveland, OH, by _____, its _____, who acknowledged that he/she did execute the foregoing instrument, on behalf of said corporation or other corporate entity; that the same is his/her free act and deed, individually and as such officer; and the free act and deed of the corporation or other corporate entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this _____ day of _____, 2018.

NOTARY PUBLIC

This instrument prepared by
Dawn M. Tarka
Associate Counsel II
Greater Cleveland Regional Transit Authority
1240 West 6th St.
Cleveland, Ohio 44113

EXHIBIT A

See Attached list of Permanent Parcel Numbers, street addresses and Location maps for all parcels and advertising locations.

EXHIBIT A

OUTDOOR ADVERTISING STRUCTURE LOCATIONS

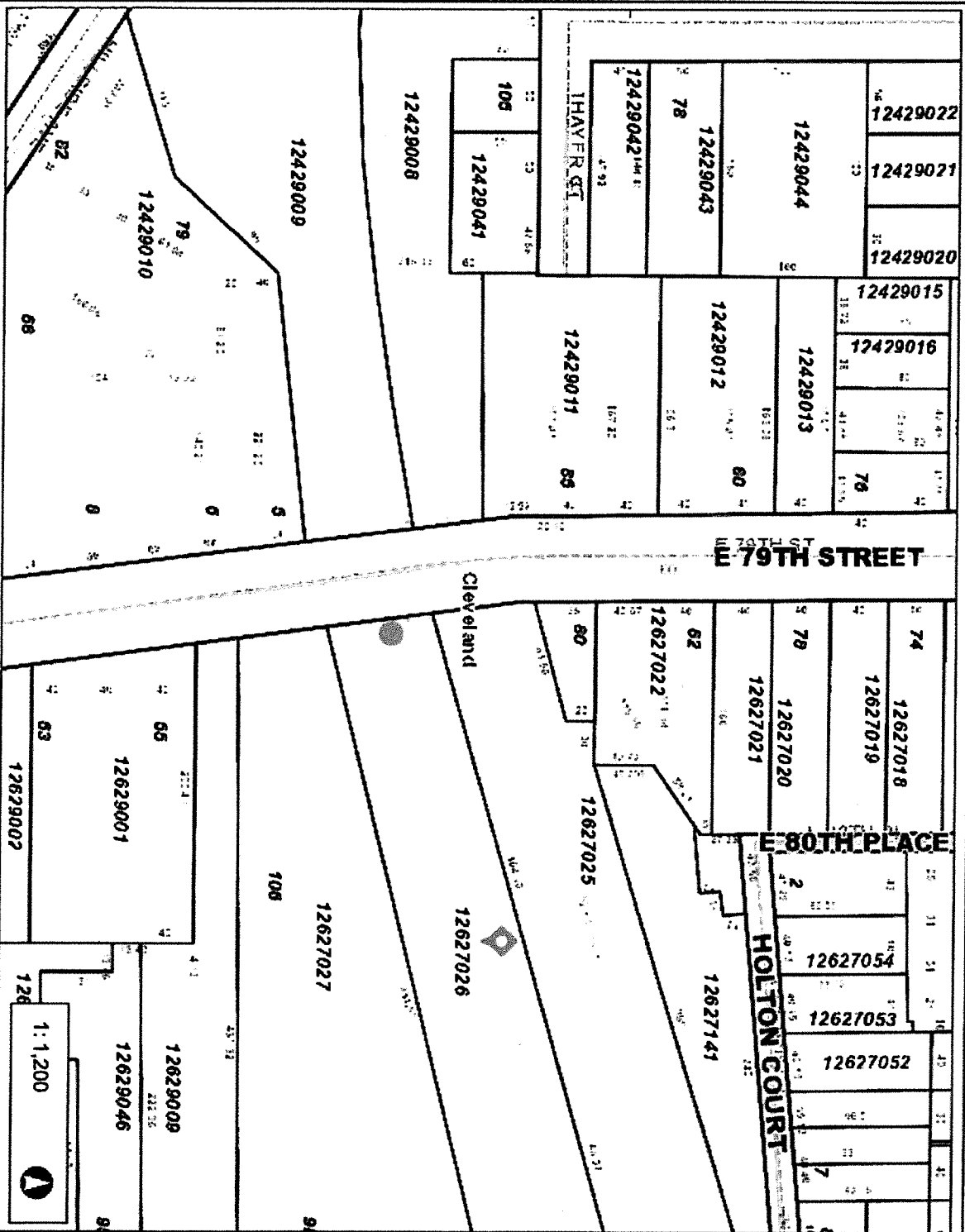
1-Sep-18

Original Lease No.	PPN	Address/Description	Annual Rent
3761	126-27-026	East 79th Street N of Colfax Rd, Cleveland	\$500.00
7319	101-31-024	WS of Ontario St. N of Eagle Ave Ramp, Cleveland	75,000.00
7425	342-19-008	ES of Berea Freeway opposite entrance to CLE	12,000.00
8175	005-10-001	Madison Ave. E of West 117th St.	1,500.00
8192	133-24-019	E 93rd St N of Cambridge Ave.	1,500.00
8509	344-30-001	Engle Rd. N of Brookpark, Cleveland (two-sided)	14,500.00
Total			\$105,000.00

NOTE: See attached maps, photos and descriptions for additional location information.



Exhibit A - PPN 126-27-026 E 79th St. North of Colfax Rd.



Projection:
 WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

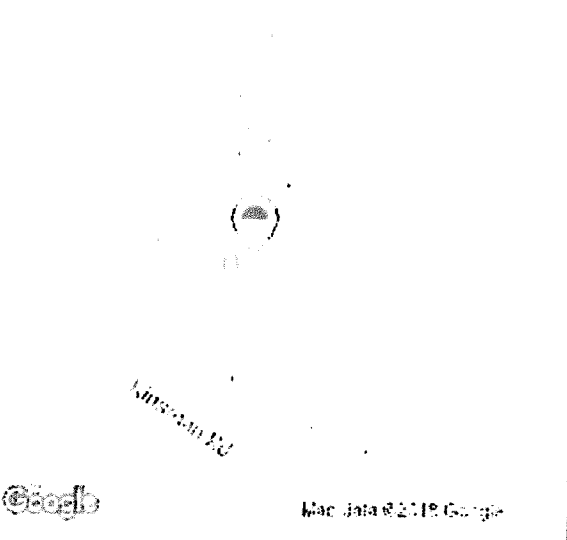


Date Created: 8/19/2018

Legend

- Municipalities
- Point Parcels
- Air Parcels
- Right Of Way
- Platted Centerlines
- Parcels
- Point Parcel
- Survey Parcel

CUYAHOGA COUNTY
GIS GEOGRAPHICAL INFORMATION SYSTEMS



Market: CUYAHOGA
Panel: 11328

TAB Unique ID: 61130
Location: East 79 St ES 825ft N/O Colfax Rd F/S-1
Lat/Long: 41.48067 / -81.63269
Media/Style: Poster / Retro
***Weekly Impressions:** 14857
Panel Size: 10' 6" x 22' 9" [Spec Sheet](#)
Vinyl Size: 10' 6.5" x 22' 9.5"
Facing/Read: South / Right
Illuminated: YES

*Impression values based on: 18+ yrs



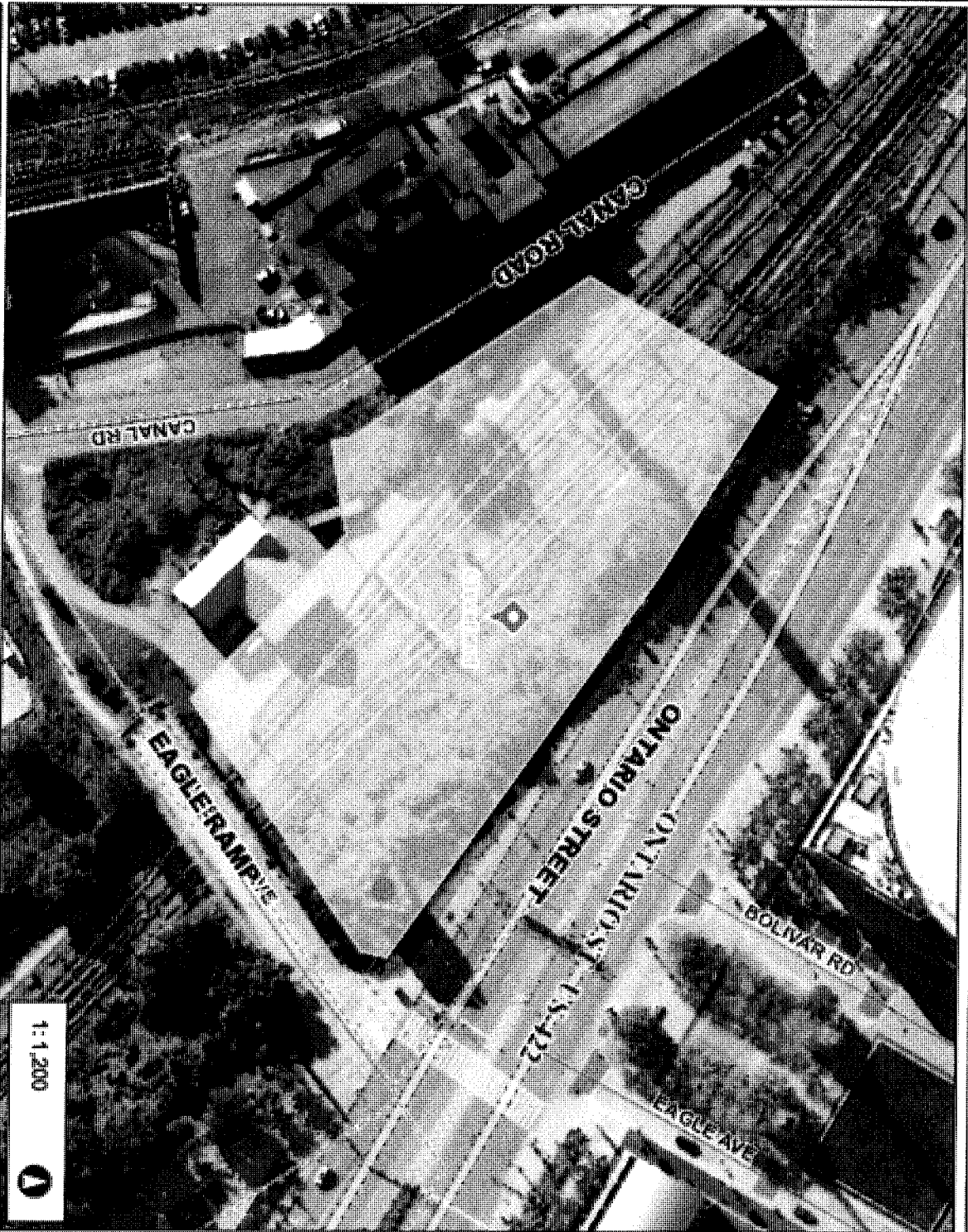
Cleveland, OH

216-676-4321

Physical Address: 12222 Plaza Drive, Parma, OH 44130
 Mailing Address: 12222 Plaza Drive, Parma, OH 44130



EXHIBIT A - PPN 101-31-024



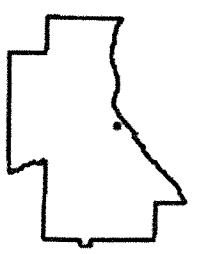
1 : 1,200



Projection:
MGS_1984_Web_Mercator_Auxiliary_Sphere

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

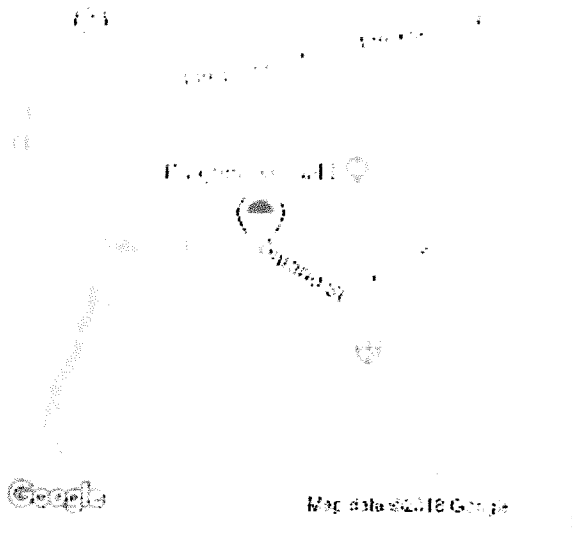
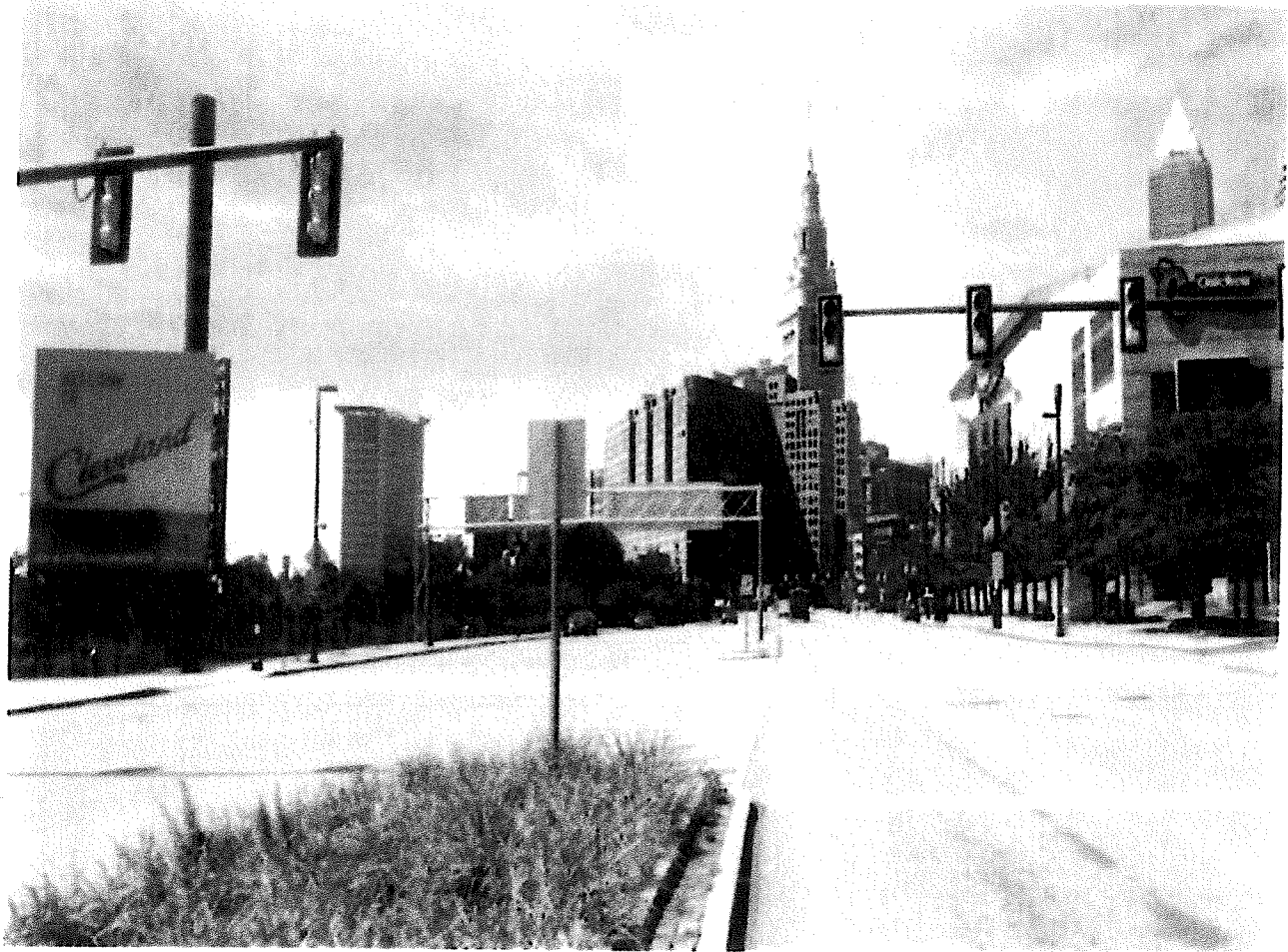


Date Created: 8/19/2018

Legend

- Municipalities
- * Point Parcels
- Air Parcels
- Right Of Way
- Platted Centalines
- Parcels
- Point Parcel
- Air Parcel
- Survey Parcel

CUYAHOGA COUNTY
GIS GEOGRAPHICAL INFORMATION SYSTEMS



Market:	CUYAHOGA
Panel:	466
TAB Unique ID:	30549277
Location:	Ontario St WS 500R N/O Carnegie Av F/S - 1
Lat/Long:	41.49504 / -81.68762
Media/Style:	Permanent Bulletin / Regular
*Weekly Impressions:	120004
Panel Size:	30' 0" x 30' 0" Spec Sheet
Vinyl Size:	31' 0" x 31' 0"
Facing/Read:	South / Left
Illuminated:	YES

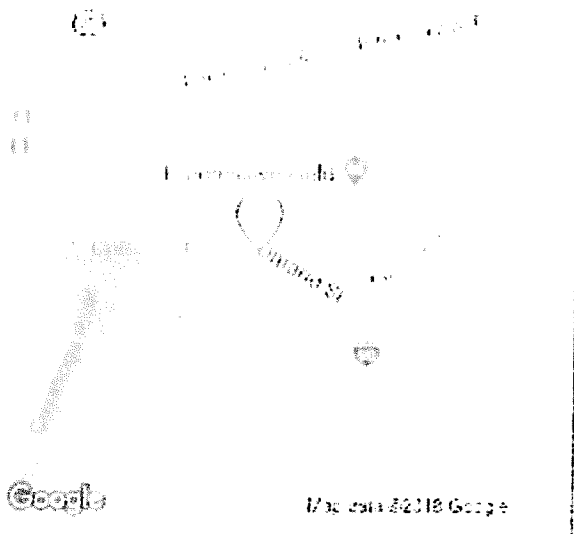
*Impression values based on: 18+ yrs



Cleveland, OH

216-676-4321

Physical Address: 12222 Plaza Drive, Parma, OH 44130
 Mailing Address: 12222 Plaza Drive, Parma, OH 44130



Market: CUYAHOGA
Panel: 407
TAB Unique ID: 30567926
Location: Ontario St WS 500ft N/O Carnegie Av F/N - 1
Lat/Long: 41.49504 / -81.68762
Media/Style: Permanent Bulletin / Digital
***Weekly Impressions:** 137640 *per spot*
Panel Size: 30' 0" x 30' 0" Spec Sheet
Facing/Read: North / Right
of slots: 8
Dwell Time: 8

*Impression values based on: 18+ yrs



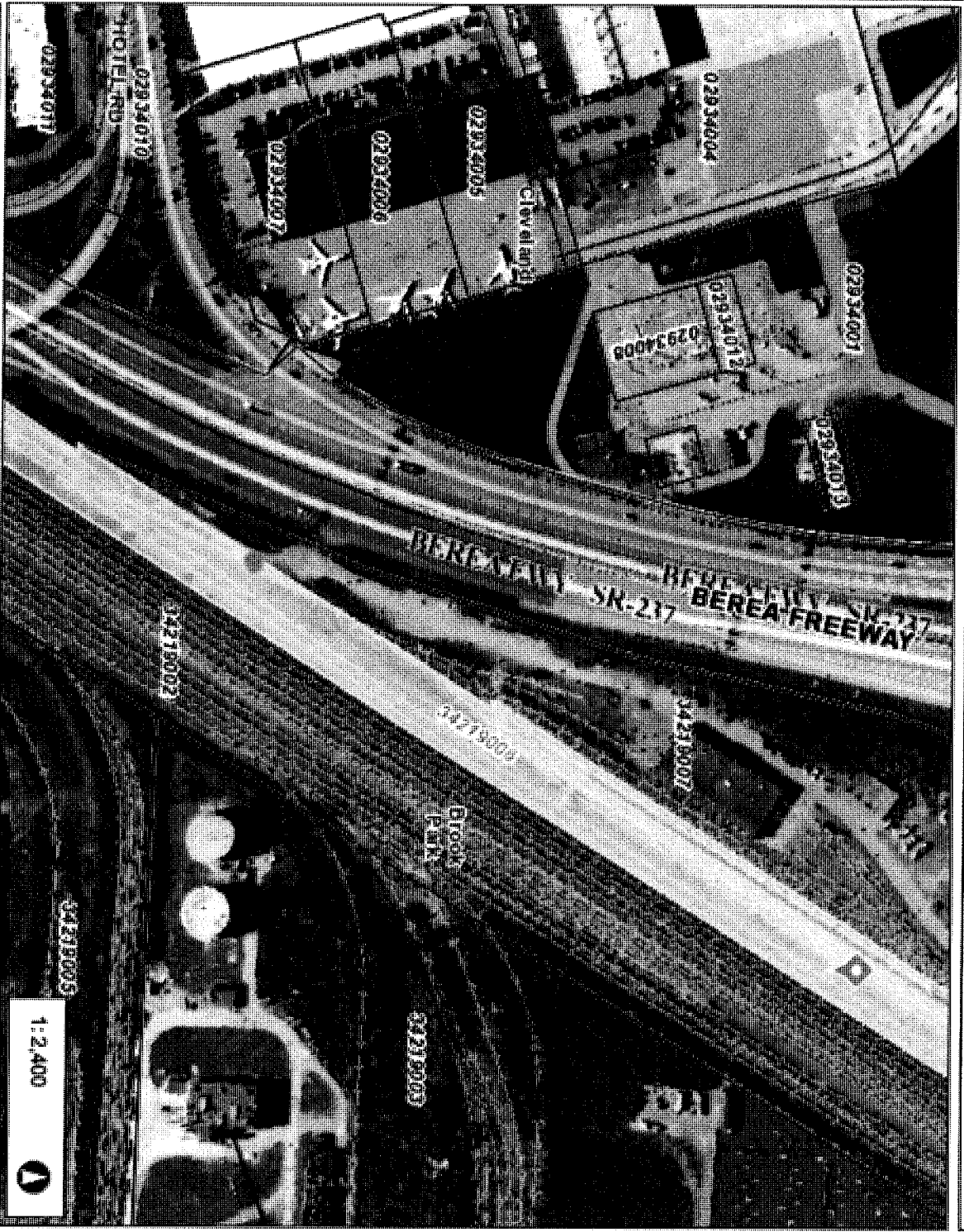
Cleveland, OH

216-676-4321

Physical Address: 12222 Plaza Drive, Parma, OH 44130
 Mailing Address: 12222 Plaza Drive, Parma, OH 44130



EXHIBIT A - PPN 342-19-008 - Berea Fwy Opposite Entrance to CLE



Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

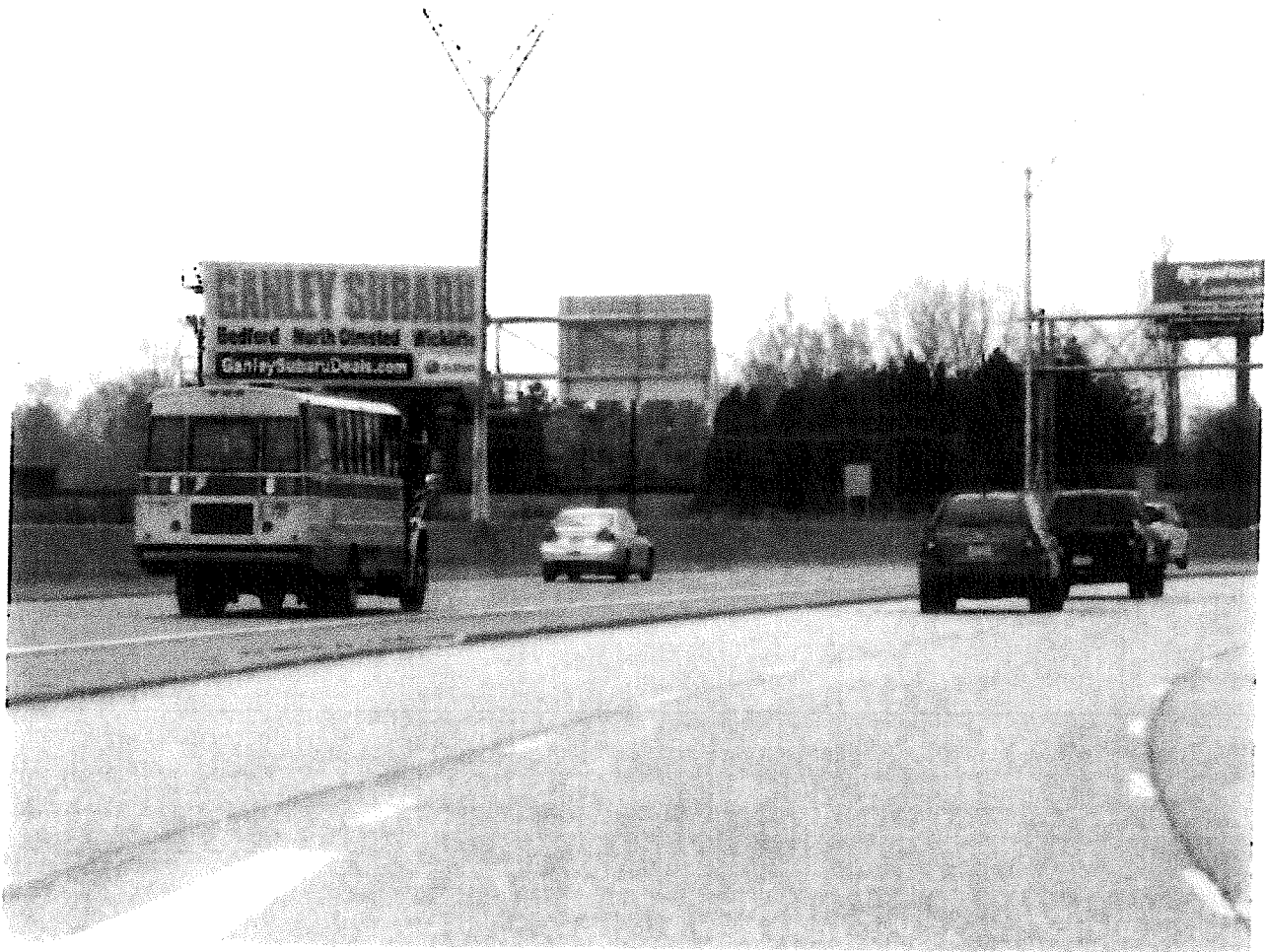


Date Created: 8/19/2018

Legend

- Municipalities
- * Point Parcels
- Air Parcels
- Right Of Way
- Platted Centerlines
- Parcels
- Point Parcel
- Air Parcel
- Survey Parcel

CUYAHOGA COUNTY
GIS GEORAPHICAL INFORMATION SYSTEMS



10/15/15
 10/15/15

Market: CUYAHOGA
Panel: 130

TAB Unique ID: 61877
Location: Berea Frwy ES 5ft W/O Opposite Airport Entrance F/N-1
Lat/Long: 41.41211 / -81.83044
Media/Style: Permanent Bulletin / Regular
***Weekly Impressions:** 102484
Panel Size: 14' 0" x 48' 0" Spec Sheet
Vinyl Size: 15' 0" x 49' 0"
Facing/Read: North / Left
Illuminated: YES



Map data ©2015 Google

*Impression values based on: 18+ yrs



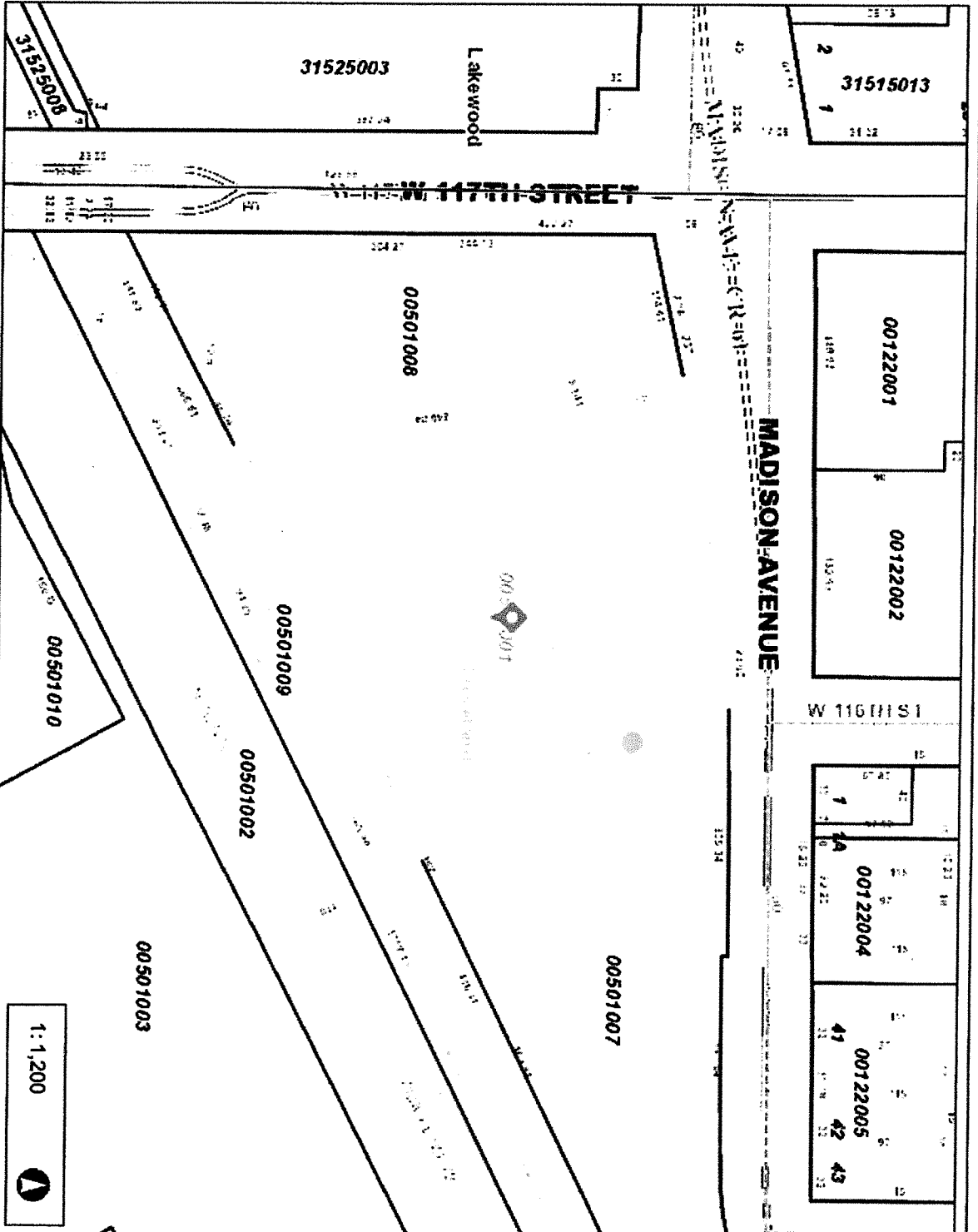
Cleveland, OH

216-676-4321

Physical Address: 12222 Plaza Drive, Parma, OH 44130
 Mailing Address: 12222 Plaza Drive, Parma, OH 44130



EXHIBIT A - PPN 005-10-001 - West 117th St and Madison Ave.

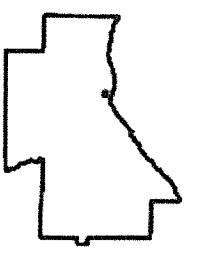


Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

1:1,200



Date Created: 8/19/2018

Legend

- Municipalities
- Point Parcels
- Air Parcels
- Right Of Way
- Platted Centerlines
- Parcels
- Point Parcel
- Air Parcel
- Survey Parcel

CUYAHOGA COUNTY
GIS GEOGRAPHICAL INFORMATION SYSTEMS



Market: CUYAHOGA
Panel: 11648

TAB Unique ID: 61365
Location: Madison Av SS 150ft E/O West 117 St FW - 1
Lat/Long: 41.47682 / -81.76866
Media/Style: Poster / Retro
***Weekly Impressions:** 32787
Panel Size: 10' 6" x 22' 9" [Spec Sheet](#)
Vinyl Size: 10' 6.5" x 22' 9.5"
Facing/Read: West / Right
Illuminated: YES

*Impression values based on: 18+ yrs



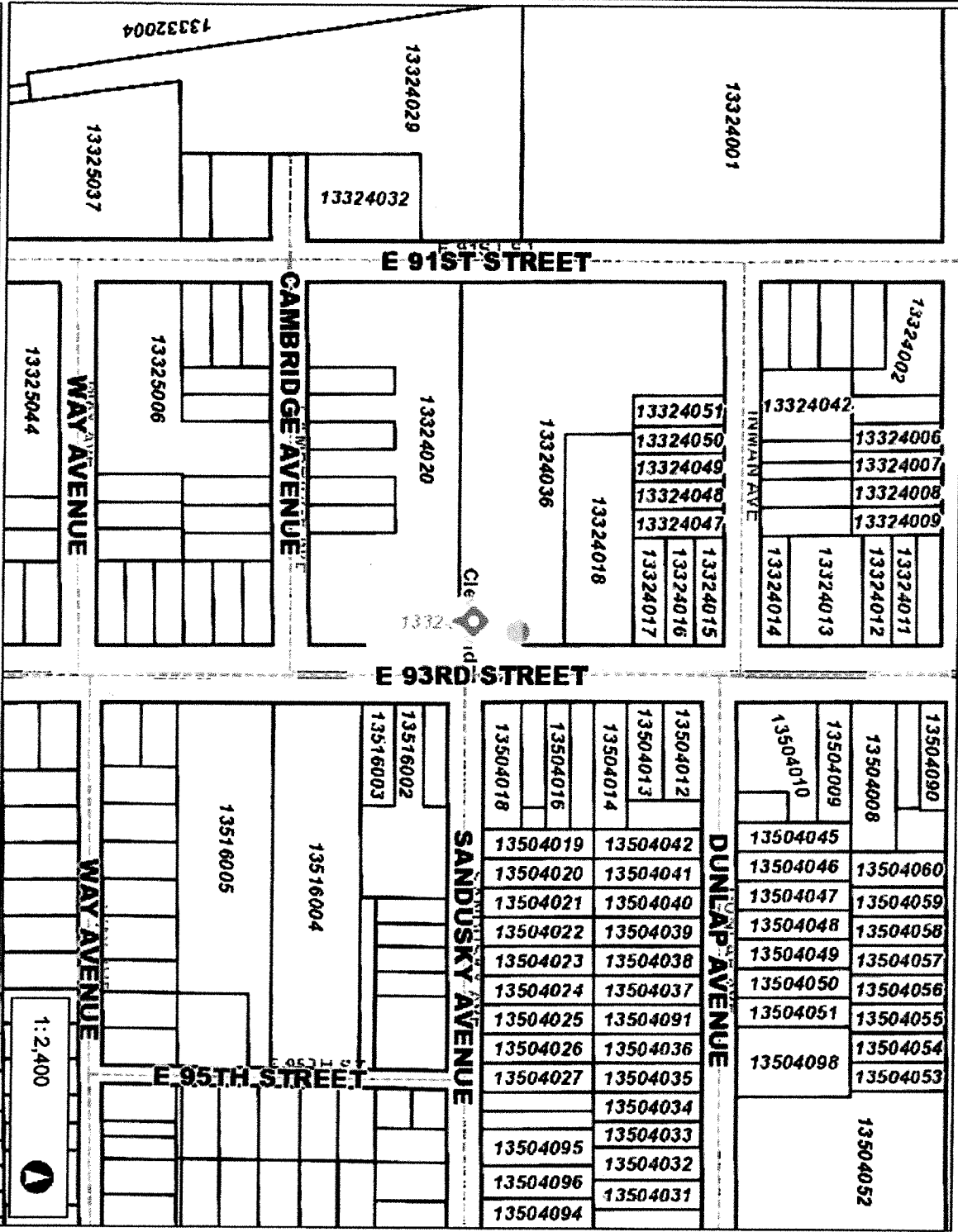
Cleveland, OH

216-676-4321

Physical Address: 12222 Plaza Drive, Parma, OH 44130
 Mailing Address: 12222 Plaza Drive, Parma, OH 44130



Exhibit A - PPN 133-24-019 - E 93rd St North of Cambridge Ave.



13324002	13324006	13324011
13324007	13324008	13324012
13324009	13324013	13324014

INMAIN AVE

13504090	13504060	13504052
13504008	13504059	13504054
13504009	13504058	13504053
13504010	13504057	
13504045	13504056	
13504046	13504055	
13504047	13504051	
13504048	13504050	
13504049	13504051	
13504050	13504051	
13504051	13504051	
13504098	13504098	

DUNLAP AVENUE

13504012	13504042	13504034
13504013	13504041	13504033
13504014	13504040	13504032
13504016	13504039	13504031
13504018	13504038	
13504019	13504037	
13504020	13504036	
13504021	13504035	
13504022	13504034	
13504023	13504033	
13504024	13504032	
13504025	13504031	
13504026		
13504027		
13504095		
13504096		
13504094		

SANDUSKY AVENUE

13516002	13516004
13516003	13516005

WAY AVENUE



Projection:
MGS_1984_Web_Mercator_Auxiliary_Sphere

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

CUYAHOGA COUNTY
GIS GEOGRAPHICAL INFORMATION SYSTEMS



Date Created: 8/19/2018

Legend

- Municipalities
- Point Parcels
- All Parcels
- Right Of Way
- Platted Centerlines
- Parcels
- Point Parcel
- All Parcel
- Survey Parcel



© Google

Map data © 2016 Google

Market: CUYAHOGA
Panel: 11350

TAB Unique ID: 61147
Location: East 93 St WS 295ft N/O Cambridge Av
F/S-1
Lat/Long: 41.45689 / -81.62161
Media/Style: Poster / Retro
***Weekly Impressions:** 37781
Panel Size: 10' 6" x 22' 9" [Spec Sheet](#)
Vinyl Size: 10' 6.5" x 22' 9.5"
Facing/Read: South / Left
Illuminated: YES

*Impression values based on: 18+ yrs



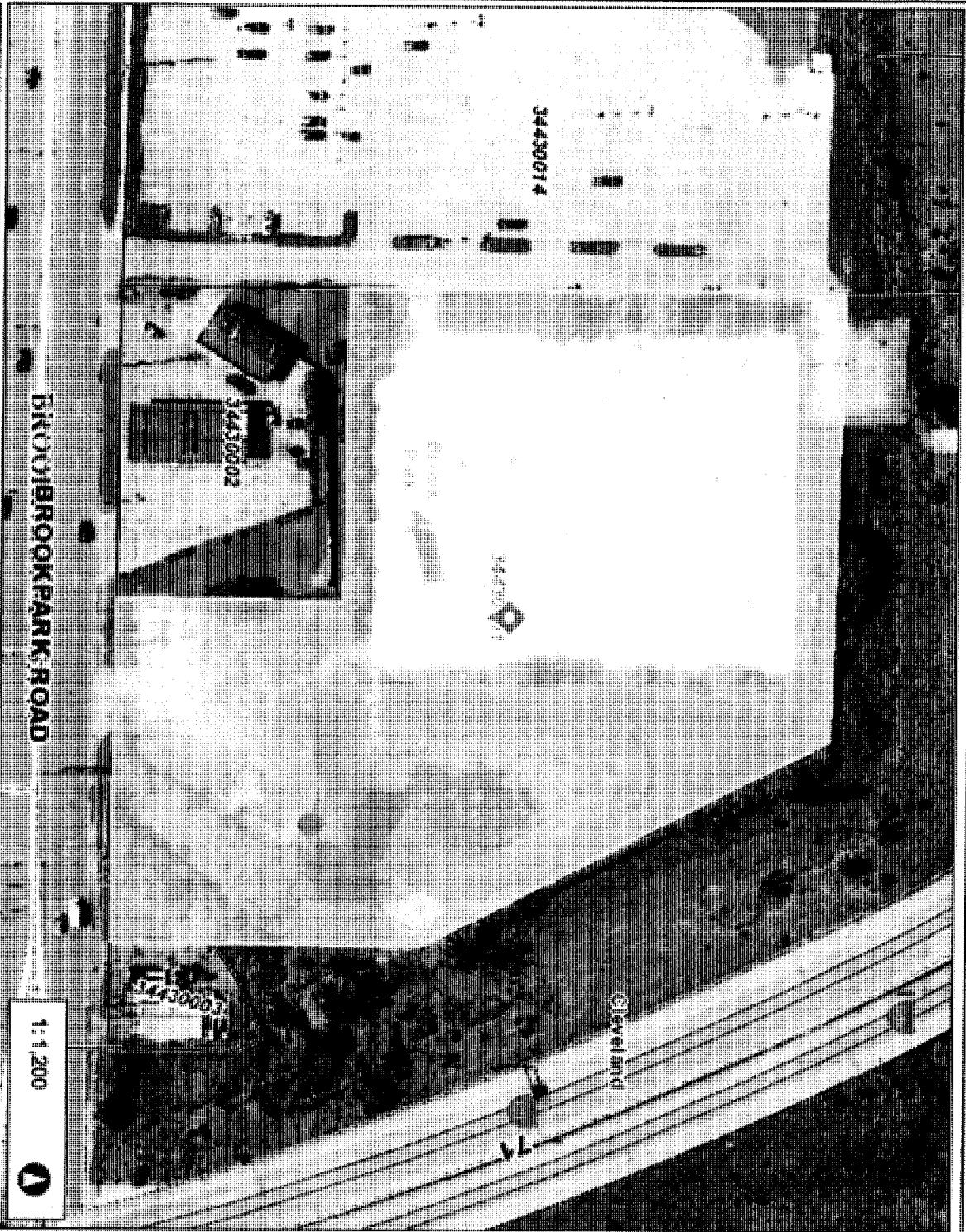
Cleveland, OH

216-676-4321

Physical Address: 12222 Plaza Drive, Parma, OH 44130
 Mailing Address: 12222 Plaza Drive, Parma, OH 44130



EXHIBIT A - PPN 344-30-001 - Engle Rd at Brookpark Rd.



200
0 100 200 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

1:1,200



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THIS MAP IS NOT TO BE USED FOR NAVIGATION



Date Created: 8/19/2018

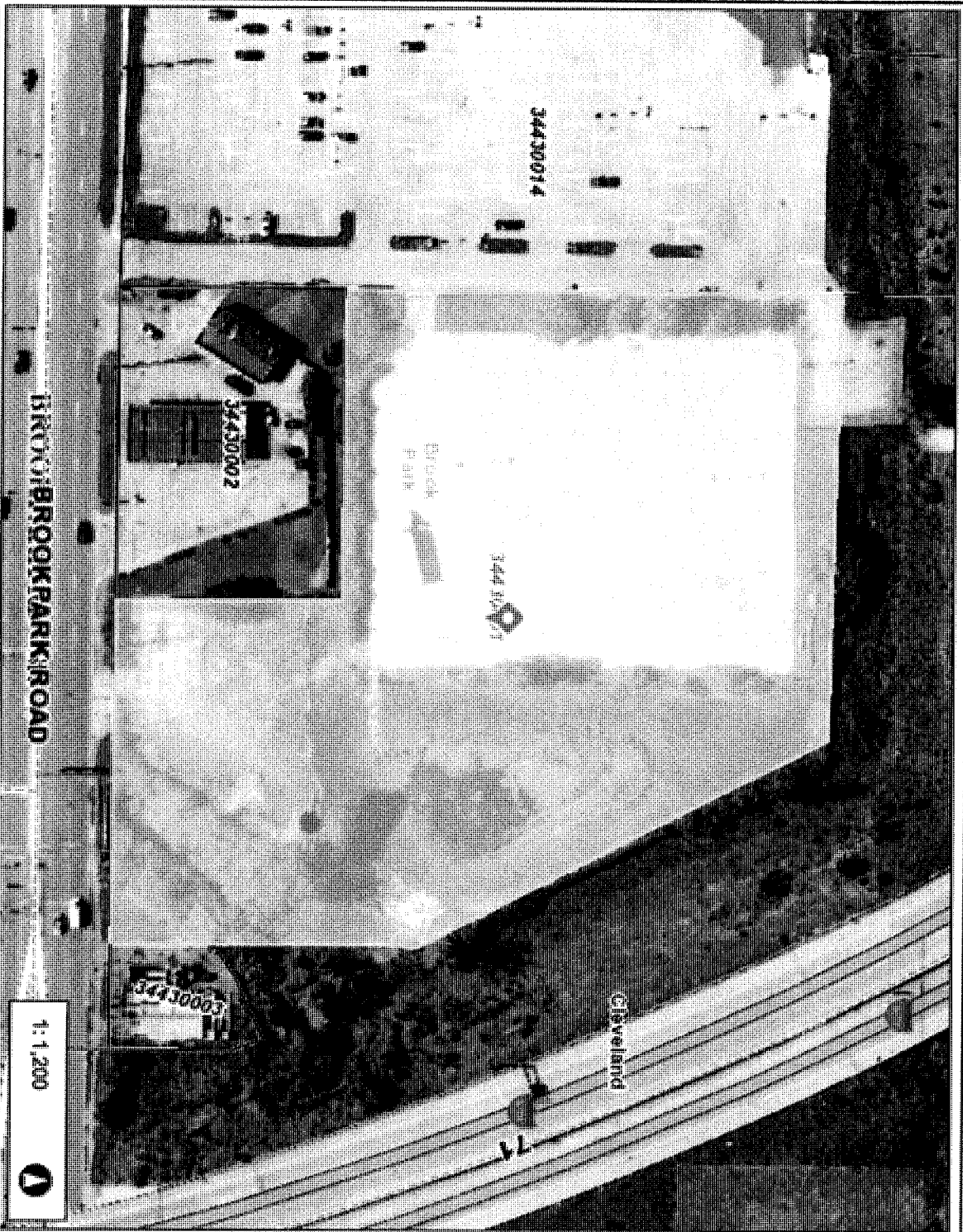
Legend

- Municipalities
- * Point Parcels
- Air Parcels
- Right Of Way
- Platted Centerlines
- Parcels
- Point Parcel
- Air Parcel
- Survey Parcel

CUYAHOGA COUNTY
GIS GEOGRAPHICAL INFORMATION SYSTEMS



EXHIBIT A - PPN 344-30-001 - West of I-71 100' North of Brookpark Rd.



1:1,200

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

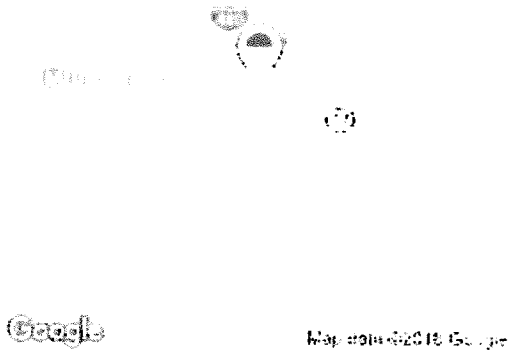


Date Created: 8/19/2018

Legend

- Municipalities
- * Point Parcels
- Air Parcels
- Right Of Way
- Platted Centerlines
- Parcels
- Point Parcel
- Air Parcel
- Survey Parcel

CUYAHOGA COUNTY
GIS GEOGRAPHICAL INFORMATION SYSTEMS



Market: CUYAHOGA
Panel: 161

TAB Unique ID: 61904
Location: Engle Rd CL 150ft N/O Brookpark Rd F/S-1
Lat/Long: 41.41915 / -81.81904
Media/Style: Permanent Bulletin / Regular
***Weekly Impressions:** 39680
Panel Size: 14' 0" x 48' 0" Spec Sheet
Vinyl Size: 15' 0" x 49' 0"
Facing/Read: South / Center
Illuminated: YES

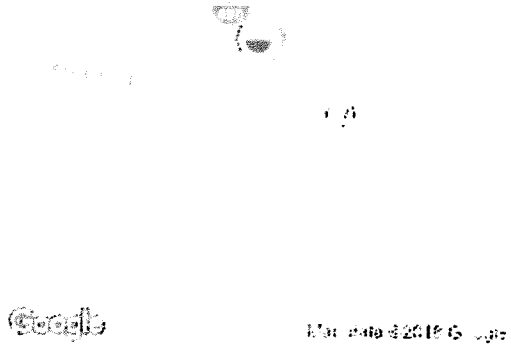
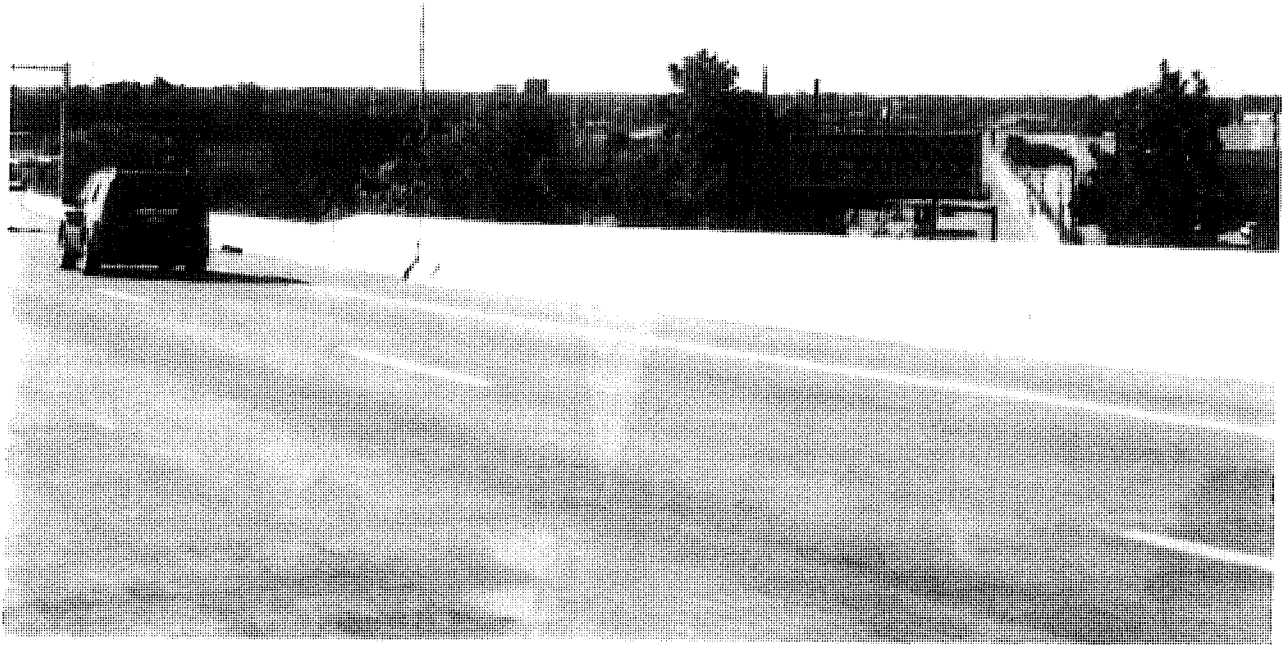
*Impression values based on: 18+ yrs



Cleveland, OH

216-676-4321

Physical Address: 12222 Plaza Drive, Parma, OH 44130
 Mailing Address: 12222 Plaza Drive, Parma, OH 44130



Market: CUYAHOGA
Panel: 151
TAB Unique ID: 61893
Location: I-71 WS 100ft N/O Brookpark Rd F/N-1
Lat/Long: 41.41916 / -81.81903
Media/Style: Permanent Bulletin / Regular
***Weekly Impressions:** 413334
Panel Size: 14' 0" x 48' 0" [Spec Sheet](#)
Vinyl Size: 15' 0" x 49' 0"
Facing/Read: North / Right
Illuminated: YES

*Impression values based on: 18+ yrs



Cleveland, OH

216-676-4321

Physical Address: 12222 Plaza Drive, Parma, OH 44130
Mailing Address: 12222 Plaza Drive, Parma, OH 44130

ADVERTISING GUIDELINES

The Authority will not allow advertising for products that are expressly prohibited by federal, state, local, or community ordinances. No change in the law or ordinances shall relieve the Contractor from any of its obligations under this agreement.

The Contractor must use discretion when accepting materials for display or soliciting potential advertisers to insure that no materials are displayed which are obscene, libelous, or which present danger of causing riot, disorder or other immediate threat to public safety, peace or order.

Further, the Contractor should discourage advertising that may be offensive to the general public, or that represents people, groups, issues or offices in a degrading and demeaning manner. Complaints received by the Authority about any advertisement, excluding complaints about the Authority's own self or joint promotions, will be directed to the Contractor for immediate response. Copies of the Contractor's response will be sent to the Authority's contract administrator.

Any advertising material that does not meet the criteria specified above, at the discretion of the Authority's General Manager or his authorized representatives, shall not be used or will be immediately removed from the Authority's vehicles/stations by the Contractor at the Contractor's expense within twenty-four (24) hours of receiving official written notice from the Authority at the Contractor's local office.

The Contractor shall be permitted to sell political candidate advertising on a first come, first served basis. All political advertising material shall state, "paid political advertising."

All political advertising shall be paid in full and in advance of installation and all political advertising shall be charged at a printed rate card fee. Such advertising shall be removed within 15 days of the date of any election to which the advertising relates.

EXHIBIT C

LICENSE FEES

Years	Quarterly License Fee	Annual Amount
1 – 5	\$26,250.00	\$105,000.00
6 – 10	\$28,350.00	\$113,400.00