

Advertising Space Trade Agreement

This Agreement (“Agreement”) is made and entered into this 9th day of January, 2019, by and between the Tuolumne County Transit Agency, a California joint powers authority, (“TCTA”) and Clarke Broadcasting Corporation, a Nevada Corporation, (“Contractor”) pursuant to the following terms and conditions.

The parties agree as follows:

1. Contractor shall provide a combination of radio air time and advertising space on the MyMotherLode.com website at the rate of \$200 per month for each month Contractor’s advertisement is displayed on the back window of a Tuolumne County Transit bus pursuant to paragraph 3 below.
 - 1.01 The radio air time shall be provided during the hours designated below for the broadcast of radio advertising on stations KVML (1450 AM), KZSQ (92.7 FM) and KKBN (93.5 FM). The advertising to be broadcast shall be produced by Contractor without additional cost to the TCTA. Copy for the advertisements shall be provided by the TCTA Executive Director or other person designated by the TCTA Executive Director. Contractor shall produce as many advertisements as requested by, and shall play the advertisements during the time periods and on the stations selected by, the TCTA Executive Director or other person designated by the TCTA Executive Director.

For purposes of calculating the number of advertisements to be broadcast each month, the advertisements shall be valued as follows for the indicated time period:

For 30-Second Advertisements: (7 days a week)

\$44.00 --- 6:00 A.M. – 10:00 A.M.

\$32.00 --- 10:00 A.M. – 3:00 P.M.

\$37.00 --- 3:00 P.M. – 7:00 P.M.

- 1.02 The advertisements on MyMotherLode.com shall be provided as Top Banner OR Blockbuster #1 advertisements at the discretion of the TCTA. The advertisements to be displayed shall be designed by Contractor without additional cost to the TCTA, within the limits identified below. Contractor shall design advertisements as requested by, and shall display advertisements on the MyMotherLode.com website during the time periods selected by, the TCTA Executive Director or other person designated by the TCTA Executive Director.

For purposes of calculating display advertisements for the MyMotherLode.com website, the advertisements shall be valued as follows for the indicated time period:

For Top Banner Display Advertisements OR Blockbuster Display ads:

\$425.00 per month for a 12 month time period (includes three free ad design changes)

\$475.00 per month for a 6 month time period (includes original design and one other)

\$525.00 per month for a 3 month time period (original design only)

\$575.00 per month for 1 month (original design only)

A fee of \$150.00 will be charged for each additional design.

Contractor shall provide a link to the Tuolumne County Transit website (tuolumnecountytransit.com) on MyMotherLode.com at no cost to the TCTA.

- 1.03 The TCTA shall have no obligation to select any minimum number of radio advertisements, time periods or stations for broadcast and selection of advertisements, time periods and radio stations shall be made at the exclusive discretion of the TCTA. For display advertisements on MyMotherLode.com, Contractor shall provide the TCTA three (3) design changes per year. Selection of advertisements shall be made at the exclusive discretion of the TCTA.
2. The TCTA shall provide radio advertisement copy only to promote any TCTA service or program which may include, but not be limited to, the Transit Ambassador Program, Yosemite Area Regional Transit Service , Dodge Ridge Ski Bus, or any other TCT service or program, except its bus advertising program.
3. The TCTA will authorize installation of Contractor's Advertisement, including Contractor's logo, using a "Gerbervision" adhesive style application on the back window of TCT buses. Contractor will provide the design, subject to approval by the TCTA Executive Director or his designee, in accordance with the TCTA Policy for Advertising on TCT Vehicles. Contractor shall also provide or pay for printing, installation and maintenance of the advertisement. The TCTA will determine the necessary maintenance of the advertisement which may include replacement if deterioration, vandalism or other cause that makes replacement necessary in order to preserve the appearance of the TCT buses. Any costs for this maintenance work shall be the exclusive obligation of Contractor. Contractor will choose vendor to purchase and install all signage. The buses with Contractor's advertisements will be used in the regular course of providing Tuolumne County Transit services, but no special selection process will be used by the TCTA in selecting buses for routes.
4. The TCTA will consider using a portion of its TCT advertising budget to purchase advertising from Contractor. However, the TCTA may expend any portion of, or that entire budget, wherever it deems appropriate to obtain the most effective advertising program.
5. This Contract Agreement shall be effective as of the date first written above. The term of the Agreement shall extend from the date of execution and shall continue for a period of three (3) years, unless extended as provided in Section 5.01, or unless it is sooner terminated or canceled as provided herein.
 - 5.01 Contractor at any time during the third year of this Contract Agreement may request in writing an extension of the Contract Agreement term for an additional period of one year. Upon receiving such a request, and provided the Contractor is not in default, TCTA and Contractor shall negotiate in good faith effort to agree upon terms and conditions for an extended term. If such negotiations result in an agreement, this Contract Agreement will be extended for an additional one year period on the agreed upon terms and conditions. If an agreement for an extended term is not reach prior to sixty (60) days before expiration of the term of this Contract Agreement, then negotiations will cease and this Contract Agreement will expire according to Section 5 above.

6. Contractor shall hold the TCTA, its elected and appointed officials, officers, employees, agents and volunteers, harmless from, and save, defend and indemnify the same against, any and all claims, losses, liability and damages from every cause, including but not limited to, injury to person or property, and related costs and expenses, including reasonable attorney's fees, arising directly or indirectly out of any act or omission of contract performance by Contractor, its agents, officers, employees or volunteers, including work performed by the Contractor's sign vendor. If such defense becomes necessary, the legal counsel for the TCTA shall have the absolute right to approve any and all counsel employed to defend the TCTA. This section shall survive any expiration or termination of this Agreement.
7. This Agreement and all matters relating to it shall be governed by the laws of the State of California and in any action brought relating to this Agreement shall be deemed to have been made and is to be performed in the County of Tuolumne. Any legal action to enforce this Agreement shall be brought in the Tuolumne County Superior Court.
8. This Agreement constitutes the complete and exclusive statement of agreement between the TCTA and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. Contractor has satisfied themselves by their own investigation and research regarding the conditions affecting the work to be done and labor and material needed, and Contractor's making of this Agreement is based upon such independent investigation and research.
9. This Agreement may be modified or amended only by a written document executed by both Contractor and TCTA and approved as to form by the TCTA Counsel.
10. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.
11. No failure on the part of TCTA to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder. A waiver by TCTA of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
12. The TCTA Executive Director, or designee, is authorized to take any action permitted or required by the TCTA in implementing the provisions of this Agreement, except for the approval of amendments.
13. Each person executing this Agreement on behalf of the party represented thereby warrants he/she is fully authorized to bind that party to the terms of this Agreement.
14. Each party acknowledges it had the opportunity to consult with legal counsel of its choosing during negotiating the terms of this Agreement, and each participated in the drafting of this Agreement. Consequently, for purposes of construing the terms of this Agreement, neither party shall be deemed the drafter.

The undersigned, having read the foregoing, accept and agree to the terms set forth therein.

Clarke Broadcasting, Incorporated

By: _____

Title: _____

Date: _____

Tuolumne County Transit Agency

By: _____

Title: _____

Date: _____

**Approved as to Legal Form:
TCTA Legal Counsel**

By: _____

Date: _____